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78-1 Received tabulation and recommendation re: Res. 72-73-3----

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81-9 Received contract re: Res. 5944-82 between the city of Fort Wayne and Wayne Asphalt and Construction----------

81-10 Received contract re: Res. 5945-82 between the city of Fort Wayne and Wayne Asphalt and Construction Company--------

81-11 Received contract re: Res. 5941-82 between city of Fort Wayne and Moellering construction Company Inc.----------

91-20 Received contract with T-G Excavating, Inc. for Res. 363-82 1982 Flood Oamage----------

91-21 Received contract between Wayne Asphalt and Construction Co. Inc. and the City of Fort Wayne re: Res5949-82 1982 Resurfacing----------

91-22 Received contract between Dailey Asphalt Products Co. Inc., and the city of Fort Wayne re: Res. 5947-82----------

91-26 Received contract between Earth Construction and Engineering Inc. and the city of Fort Wayne re: RES. 365-82----------

96-1 Received tabulation and recommendation for Civic Center Parking Garage----------

100-7 Received contract between city of Fort Wayne and Ground Services Inc. re: Res. 359-82 Sanitary Sewer----------

100-12 Recieved contract between city of Fort Wayne and T-G Excavating, Inc. for Cook Road Feeder Main----------

104-13 Received tabulation and recommendation re: Water Contract 82-03----------

108-1 received tabulation and recommendation for Water Contract 82-04----------

108-2 Received tabulation and recommendation for Water Contract 82-04----------

108-3 Recieved tabulation and recommendation re: Res. #373-82-----

111-20 Received contract 367-82 between the city of Fort Wayne and John Oehner Inc. for brick sewer----------

117-14 Received contract with Whitley County for supply and installation of electric power----------

117-15 Received contract 82-03 with T-G Excavating for repair work--

117-16 Received contract with All Star Construction and Excavating re: Res. 372-82 sewer repairs----------

117-18 Received contract with John Dehner re: Resolution 5950-82 State Blvd.----------

121-15 Received contract with Ralph Mudrach Tree Services re: Res. 72-73-3----------

C O N T R A C T S cont

123-2 Award contract re: Res 375-82----------

126-23 Received contract with Brooks Construction re: Res. 5952-82

126-24 Received contract with Dailey Asphalt re: Res. 5951-82-----

126-25 Received contract with Dailey Asphalt re: Res 5951-82-------

130-5 Contract awarded re: Resolution 5959-82 1982 Resurfacing---

130-12 Received contract with Land Excavating Inc. re: Res. 373-82-

134-1 Award contract re: Res 162-82----------

150-11 Received Water Contract 8204 Water Main Extension----------

150-14 Received contract re: Res. 376-82----------

150-15 Received contract re: Res. 376-82----------

153-2 Award contract re: Res. 377-82----------

156-29 Contract between the city of Fort Wayne and Wayne Asphalt re: Res. 5953-82----------

157-31 Received contract between the city of Fort Wayne and Wayne Asphalt and Construction Co., Inc. re: Res 5959-82---------

157-32 Contract between the city of Fort Wayne and Dailey Asphalt re: Res 5958-82----------

165-2 Contract with Bowen Engineering re: Res. 375-82----------

174-9 Received contract with Scheidleman Excavating, Inc. re: Res. 377-82 Sewer Extension----------

198-18 Received contract with John Dehner Inc. re: Res 374-82------

202-18 Received contract with Robert Colestock to assist Personnel Director----------

202-19 Received contract with Robert colestock for legal services--

203-20 Received street lighting engineering contract re: Res. 163-82----------

222-18 Received the recommendation CD & P Capital Improvement Projects----------

222-20 Received contract on Res. 375-82 Group 6C repairs at Water Pollution Control Plant----------

227-23 Received contract with John Dehner Inc. re: Res. 330-80---

232-20 Received contract with James F. Ries and National Sweep All inc. for scheduled sweeping of streets----------

B I D S I N V I T A T I O N A L & C O N S U L T I N G E N G I N E E R S

1-3 Received bid re: 358-82

15-8 Reeeived bid re: 360-82

15-9 Received bids re: 361-82

15-10 Received bids re: 5927-82

16-11 Received bids re: 5931-82

16-12 Received bids re: 5933-82

16-13 Received bids re: 5936-82

16-14 Received bids re: 5938-82

16-15 Received bids re: 5937-82

21-3 Received bids re: 1027-82

21-4 Received bids re: 5935-82

47-23 Received bids re: contract A1-1-82

49-1 Received bids re: 5944-82 OXFORD NEIGHBORHOOD

49-2 Received bids re: 5934-82

54-1 Received bids re: 5945-82 Resurfacing and restoring Pavement

58-1 Received bids re: Water contract 82-XP-3 Cook Road Water Main Extension----------

58-2 Received bids re: 359-82 Cook Road Sanitary Sewer Ext.

58-3 received bids re: 363-82 Terminal Ponds and Sludge Lagoons

59-4 Received bids re: 365-82 12" Storm Sewer----------

69-1 Received bids re: 5947-82 Resurfacing and restoring pavement----------

69-2 Received bids re: 5948-82 1982 Resurfacing----------

74-1 Received bids re: 5951-82 1982 Asphalt Resurfacing---------

75-1 Received bids re: 5946-82 West Central Phase VII----------

75-2 Received bids re: Water Contract 82-XP-4 Cook Road--------

75-3 Received bids re: Emergency Tree Removal----------

79-1 Received bids re: 5950-82 State Blvd.----------

79-2 Received bids re: 5952-82 1982 Asphalt Resurfacing---------

80-1 Received bids re: 364-82 Group 3 Sewer Repairs----------

80-2 Received bids re: 372-82 Group 7 Sewer Repairs----------

88-1 Received bids re: 5953-82 Resurfacing----------

88-2 Received bids re: 367-82

93-1 Received bids re: Civic Center Parking Garage----------

97-1 Received bids re: 368-82 Spy Run and Elizabeth Ave. Sewer-

97-2 Received bids re: Emergency Res. 72-72-4----------

99-3 Received bids re: Water Contract 82-03 Cedarville Reservoir

103-10 Received bids re: 373-82 Group 8 Sewer Repairs----------

103-11 Received bids re: Contract 82-02 St. Joseph Dam----------

103-12 Received bids re: Contract 82-04 St. Joseph Dam----------

113-1 Received bids re: 376-82 Nebraska Station Lift Outfall Repair----------

115-1 Received bids re: Res. 5958-82 Resurfacing----------

115-2 Received bids re: 366-82----------

122-1 Received bids re: 375-82 Group 6A and 6C----------

123-1 Received bids re: 5959-82 Resurfacing of Calhoun----------

133-1 Received bids re: 162-82----------

143-1 Received bids re: 377-82 Sewer Extension----------

188-4 Received bids re: 5960-82 Memorial Park Neighborhood, Phase I----------

188-5 Received bids re; 5964-82 Poplar Neighborhood Phase I-----

194-1 Received bids re: 5963-82----------

194-2 Received bids re: 5965-82----------

211-1 Received bids re: 5966-83----------

215-1 Received bids re: 5967-82----------

222-1 Received bids re: 5954-82----------

230-1 Received bids re: 388-83----------

37-19 Received bids re: 5932-82 La Rez Neighborhood----------

WATER WORKS IMPROVEMENT

18-32 Received amended notice of water main extension, Contract 81-01----------

18-33 Received request to furnish Harold Kleeman an acceptance letter for water mains installed----------

26-9 Received contract 7920 for installation of a water main on Racquet Drive----------

27-11 Received notice of water main extension for Washington Center Road----------

34-20 Received tabulation and recommendation for Water Main Improvement Resolution 1027-82----------

56-13 Received change order number one for water main on McArthur Indianapolis Road----------

106-42 Received Water Main Extension re: 362-82----------

SEWER PERMITS / WATER CONTRACTS

6-1 Contract awarded to Bercot Inc. re: 358-82----------

9-22 Received sewer permit for Howard Martin for construction of sewer extension----------

9-24 Received sewer permit for Elmer E. and Phyllis E. Ewing for construction of a sewer----------

10-33 Received contract from T-G Excavating re: 357-82----------

25-5 Received sewer permit for Porter Construction Inc. to construct a sanitary sewer extension----------

55-6 Received sewer permit for Cardinal Industries at Montrose Square Apartments ----------

56-11 Received Sewer construction Permit for Huguenard Corporation for construction of a sanitary sewer----------

78-27 Received sewer construction permit for T-G Excavating-------

106-41 Received Sewer Construction Permit for Phase III Sanitary Sewer Extension----------

120-12 Received Sewer Construction Permit for Engle Ridge North Sanitary Sewer Extension----------

125-17 Received Sewer Construction Permit for sanitary sewer extension----------

126-19 Received Sewer Construction Permit for sewer extension------

130-10 Received Water Contract 8205----------

130-11 Received Water Contract 82-02----------

139-8 Received Water Contract 8206----------

147-19 Received Special Sewer Permit for Brooks Construction--------

156-24 Received Sewer Construction Permit for Daniel D. Doehla------

226-14 Received Sewer Construction Permit for Longwood Section III Sanitary Sewer----------

226-15 Received Sewer Construction Permit for 8" Sanitary Sewer Extension----------

INVOICES AND PARTIAL PAYMENTS

3-10 Received invoice from Wayne Ashpalt and Construction re: 5919-81----------

3-11 Received invoice from Dailey Asphalt Products re: 5913-81---

3-12 Received invoice from Dailey Asphalt Products Co. re: 5914-81----------

3-13 Received invoice 45 from Howard Needles Tammen and Bergendoff for professional engineering services----------

3-14 Received invoice 6 from HNTB for engineering services--------

3-15 Received invoice from Bonar And Associates for engineering ser-

3-15 Received invoice from Bonar and Associate for engineering services----------

8-14 Received invoice from Hipskind Concrete Corporation for emergency payement repair----------

8-15 Received invoice from Bonar and Associate for engineering services----------

8-16 Received invoice from Hipskind Concrete Corporation re: 5925-81----------

9-17 Received invoice from Hipskind Concrete Corporation for work done on 4400 Block of North Clinton----------

9-19 Received invoice from Earth Construction and Engineering Inc. re: 354-81----------

9-21 Received invoice for Gaines Construction Co., re: 5921-81--

10-29 Received invoice for Hagerman-Shambaugh for professional services----------

10-32 Received invoice 2 from Moake, Sheldon Kratzat, and Associates for services performed----------

11-1 Received invoice 11 from Rocco Ferrera and Co. Inc. re 310-80

11-2 Received invoice 13 from Joe R. Norman re: 310-80----------

11-3 Received invoice 14 from Rocco Ferrera and Co. Inc. re: 310-80----------

11-4 Received invoice 14 from Weitzel Construction re: 312-80----

11-5 Received invoice 14 from Earth Construction re: 313-80------

11-6 Received invoice 10 from Bercot Inc., re: 314-80----------

11-7 Received invoice 13 from Earth Construction re: 315-80------

11-8 Received invoice 5 from Earth Construction re: 319-80-------

11-9 Received invoice 12 from Rocco Ferrera and Co. re: 330-80---

12-10 Received invoice 5 from Bercot Inc re: 340-80----------

12-11 Received invoice 9 from John Dehner, Inc. re: 335-80--------

12-12 Received invoice 9 from Winzeler Excavating Inc. re: 341-80

12-13 Received invoice 10 from Winzeler Excavating re: 342-80-----

12-14 Received invoice 11 from Ness Excavating re: 345-80---------

12-15 Received invoice 9 of Winzeler Excavating re: 348-B0--------

12-16 Received invoice 6 of T&G Excavating re: 349-80----------

12-17 Received invoice 8 of Ness Excavating re: 350-B0----------

12-18 Received invoice 9 of Winzeler Excavating re: 351-80--------

12-20 Received invoice form Weikel Line Co. re: 154-B1----------

18-24 Received invoice 6930 from McNamee, Porter and Seeley for resident engineering----------

18-25 Received invoice 7056 form McNamee, Porter and Seeley for resident engineering----------

18-27 Received invoice from Rieth Riley Construction re: 5902-81

1B-29 Received invoice from Wayne Asphalt and Construction Co. re: 5919-B1----------

22-13 Received invoice from Three Rivers Barricade and Equipment Co. for emergency pavement and repairs ----------

23-14 Received invoice from Gaines Construction re: 5909-B1 Oxford Neighborhood----------

23-15 Received invoice from T&F Construction re: 155-81 West Central Street Lighting Project----------

23-16 Received invoice from Dailey Asphalt Productus Co. re; 5914-81----------

23-17 Received invoice from Gaines Construction re: 5906-81 La Rez Impact Area----------

23-18 Received invoice form Dailey Asphalt Products Co. re: 5913-18 CD&P Group 2 Resurfacing----------

23-19 Received invoice from Hipskind Concrete re: 5925-81 La Rez Neighborhood----------

23-20 Received invoice from coopers and Lybrand for review of bid calculations----------

23-21 Received invoice from Gaines Construction Co. re: 5910-81 Barnhart Ave. and Charlotte Ave.----------

23-23 Received invoice 59 from Hagerman and Shambaugh for work performed on Water Pollution Control Plant Expansion----------

24-25 Received invoce 1 from Scheidleman Excavating for work performed on water main----------

33-11 Received invoice 12 from Clyde E. Williams for consulting services----------

33-12 Received invoice 7169 form McNamee, Porter and Seeley for resident engineering ----------

33-13 Received invoice from Gaines construction Co.re: 5910-82---

35-10 Received invoice from Dailey Asphalt Products Co. Inc. re: 5918-81----------

35-11 Received invoice from Dailey Asphalt Products Co. Inc. re: 5913-81----------

35-12 Received invoice 46 from Howard Needles Tammen and Bergendoff for engineering services----------

40-27 Received invoice from McVey-Midland Piping for Storm Sewer Castings----------

40-29 Received invoice 2 from Scheidleman Excavating re: 353-81--

45-9 Received invoice 2 from Dailey Asphalt re: 5918-81---------

45-10 Received invoice 862 from Harding, Dahm and Company re: State Street Widening Project----------

45-11 Received invoice 265 from Brooks Construction re: 5926-82--

46-12 Received invoice from Hipskind Concrete re: 5916-81--------

51-13 Received invoice from Hipskind Concrete re: 5923-81 Northwest Central Phase V-B----------

51-14 Received invoice from Robert L. Kelley for appraising-------

52-15 Received invoice from Hipskind Concrete re: 5925-81

55-7 Received invoice 7307 from McNamee Porter and Seeley--------

55-8 Received invoice 13 from Clyde E. Williams----------

56-9 Received invoice 1 from Dailey Asphalt re: 5936-82---------

56-12 Received invoice from T-G Excavating for work done on Contract 81-XP-2

61-12 Received invoice from T-G Excavating for Foster Park Headwall repair----------

61-13 Received invoice from T-G Excavating for work done re: Res 357-82

61-14 Received invoice from HNT&B Water Pollution Control Plant Expansion----------

61-19 Received invoice from Dailey Asphalt re: Res. 5937-82-------

61-20 Received invoice from Brooks Construction re: Res. 5926-82--

61-21 Received invoice from Scheidleman Excavating re: Richardsville Sanitary Sewer----------

62-23 Received invoice from John Dehner, Inc. re: Res. 71-225-25-

67-24 Received invoice from Gaines Construction re: Res. 5924 Caribe Colony Pavement Repair----------

70-5 Received invoice from Summit City Wrecking for seeding and grading----------

71-6 Received invoice from Brooks Construction re: Res. 5926-82

71-7 Received invoice from Rieth-Riley Construction Co. Inc. re: Res. 5942----------

78-23 Received invoice from Brooks Construction re: Res. 5926-82

78-25 Received invoice 14 from Clyde E. Williams By Pass Signal Project ----------

81-13 Received invoice from L. W. Dailey for curb restoration------

81-16 Received invoice 3 from T-G Excavating re: Res. 357-82 8erry and 8egue----------

81-17 Received invoice 2 from T-G Excavating re: Res. 355-82------

81-18 Received invoice from Weikel Line Co. for excavation----------

81-22 Received invoice re: Res. 5943-82 Flood Repair----------

90-11 Received invoice re: Res. 5914-81 Dailey Asphalt----------

90-12 Received invoice re: Res. 5913-81----------

90-13 Received invoice re: Res. 5918-81----------

90-14 Received invoice from 8onar and Associates for engineering services----------

90-15 Received inovice form Gaines Construction re: Res. 5931-82----

90-16 Received invoice form Wayne Asphalt re: Res. 5919-81----------

90-17 Received invoice from 8onar and Associates re: Agreement of 6-2-82----------

91-24 Received invoice from 8rooks Construction Co., Inc. for emergency sewer repair----------

91-25 Received invoice from Old Fort Supply re: Fernwood and Winter---

91-27 Received invoice from Hoosier Fence Co., Inc. re: Res. 5926-82----------

100-9 Received invoice from Dailey Asphalt re: Res. 5937-82 Resurfacing----------

100-11 Received invoice 48 from HNT&B for engineering services---------

101-16 Received invoice from John Dehner 1nc. for pavement repair-----

101-16 Received invoice from Hipskind Concrete Corp. re: Res. 5923-81 Northwest Central Phase II----------

104-14 Received invoice from Moellering Construction re: Res. 5941-82

104-15 Received invoice from Moellering Construction re: Res. 5941-82 Northside Drive. DSR 041863----------

104-16 Received invoice from Moellering Construction re: Res. 5941-82 DSR 041860----------

104-17 Received invoice from Moellering Construction re: Res. 5941-82 DSR 041853----------

104-18 Received invoice from Moellering Construction re: Res. 5941-82 DSR 041856----------

104-19 Received invoice from Dailey Asphalt re: Res. 5936-82 1982 Resurfacing Trier Road----------

104-20 Received invoice from Dailey Asphalt re: Res. 5937-82 1982 Resurfacing on Reed, Vance, and Kirkfield----------

104-21 Received invoice from Turnbell Engineering Co. Inc. for engineering services----------

104-22 Received invoice from Gaines Construction Co. Inc. re: Res. 5931-82 Nebraska Neighborhood----------

104-23 Received invoice from Turnbell Engineering Co., Inc. for engineering services----------

104-24 Received invoice from Clyde E. Williams and Associates re: 8ypass Signal Interconnect project----------

104-25 Received invoice from 8onar and Associates for engineering services 81uffton Road Project----------

105-27 Received invoice from 8rooks Construction re: Res.5948-82 Asphalt Resurfacing----------

108-7 Received invoice from Earth Construction and Engineering re: Water Contract 82-XP-1----------

108-9 Received invoice from John Dehner re: Res. 5934-82----------

116-9 Received invoice 7569 from McNamee Porter and Seeley for general engineering----------

117-21 Received invoice 1404 from Wayne Asphalt and Construction Co. re: Res. 5939-82----------

117-22 Received invoice 1419 from Wayne Asphalt and Construction Co. re: Res. 5939-82----------

117-23 Received invoice 516 from 8rooks Construction Co. Inc. re: Res. 5948-82----------

117-24 Received invoice from L. W. Dailey, Inc. re: Res. 5935-82---

120-7 Received invoice from Gaines Construction re: Res. 5931-82--

120-8 Received invoice from Hipskind Concrete re: Res. 5943-82---

120-9 Received invoice from T&F Construction re: Res. 157-82 Arrow Drive----------

125-8 Received invoice from Clyde Williams for consultant fees-----

125-11 Received invoice from 8rooks re: Res. 5952-82----------

125-13 Received invoice from 8rooks Construction re: Res. 5948-82 Resurfacing----------

125-14 Received invoice 17 and 18 from Reid, Quebe, Allison, Wilcox for engineering----------

125-15 Received two invoices from Contenental Construction for work completed----------

130-8 Received invoice from 8ob Kelley for vehicle appraising---------

137-5 Received invoice 1 from Wayne Asphalt re: 5944-82----------

137-6 Received invoice 2 from John Dehner re: Res. 5934-82----------

137-7 Received invoice 2 from Wayne Asphalt re: Res. 5944-82--------

146-11 Received invoice from Gaines Construction re: Res. 5931-82----

146-14 Received invoice from Clyde Williams on Project HES-MG-HHS-200-9

146-15 Received invoice from Rieth-Riley Construction. Co. re: Res. 5933-82----------

146-16 Received invoice from Hipskind Concrete re: Res. 5932-82-------

147-17 Received invoice from L. W. Dailey, Inc. for invitational bid---

147-18 Received invoice from Hipskind Concrete re: Res. 5943-82------

150-19 Received invoice 49 from HNT8----------

150-20 Received invoice 50 from HNT8----------

160-7b Received invoice from Scheidleman Excavating Inc.----------

160-8 Received invoice from Hipskind Concrete for work completed------

161-9 Received invoice to Mid America Milling Co. for emergency repairs----------

161-10 Received invoice from Wayne Asphalt re: Res. 5949-82-------

183-7 Received invoice from 8rooks Construction re: Res. 5952-82--

184-8 Received invoice from Wayne Asphalt re: Res.5953-82---------

184-9 Received invoice from Wayne Asphalt re: Res. 5949-82--------

184-10 Received invoice from Clyde Williams and Associate re: Coliseum 8lvd.----------

184-11 Received invoice from Gaines Construction re: Res. 5924-81--

184-12 Received invoice from Hipskind Concrete for curb and sidewalk work----------

184-13 Received invoice from McNamee, Porter and Seeley re: Contract 77-W-2 and Contract 77-W-4----------

190-10 Received invoice from Dailey Asphalt re: Res. 5938-82------

190-11 Received invoice from Wayne Asphalt re: Res. 5953-82--------

190-12 Received invoice from Wayne Asphalt re: Res. 5949-82--------

190-13 Received invoice from Hipskind Concrete re: Res. 5938-82---

190-16 Received invoice from McNamee, Porter, and Seeley re: Contract 77-W-2----------

196-7 Received invoice 2 from Dailey Asphalt re: Res. 5947-82------

197-8 Received invoice 4 from DaileyAsphalt re: Res. 5937-82-------

197-9 Received invoice 54 from HNT8 for AWT----------

200-10 Received invo-ce from Wayne Asphalt re: Res. 5953-82----------

202-11 Received invoice 20 from Clyde E. Williams for engineering services----------

206-6 Received invoice 82-094-2 from Weikel Line Company----------

211-4 Received invoice 1 from 8onar and Associates----------

211-6 Received invoice from Wayne Asphalt re: Res. 5953-82---------

221-16 Received invoice from Street Engineering for services rendered-

39-26
Resolution 311-80 received partial payment estimate 9
Resolution 312-80 received partial payment estimate 15
Resolution 314-80 recieved partial payment estimate 13
Resolution 319-80 received partial payment estimate 6
Resolution 328-80 received partial payment estimate 17
Resolution 330-80 received partial payment estimate 13
Resolution 330-80 received partial payment estimate 11
Resolution 335-80 received partial payment estimate 10
Resolution 341-80 received partial payment estimate 10
Resolution 342-80 received partial payment estimate 11
Resolution 345-80 received partial payment estimate 12

40-26
Resolution 347-80 received partial payment estimate 3
Resolution 348-80 received partial payment estimate 11
Resolution 349-80 received partial payment estimate 7
Resolution 351-80 received partial payment estimate 10

65-7
Res. 310-80 Rocco Ferrera received partial payment 12
Res. 310-80 Rocco Ferrera received partial payment 14
Res. 311-80 L. W. Dailey received partial payment 10
Res. 312-80 Weitzel Con. received partial payment 16
Res. 316-80 Earth Const. received partial payment 9
Res. 314-80 Earth Const. recieved partial payment 14
Res. 319-80 Earth Const. received partial payment 7

65-8
Res. 324-80 8ercot Inc. received partial payment 8
Res. 328-80 Ground Serv. received partial payment 1
Res. 330-80 Rocco Ferrera received partial payment 14
Res. 333-80 John Dehner received partial payment 7
Res. 335-80 John Dehner received partial payment 11
Res. 341-80 Winzeler Ex. received partial payment 11
Res. 342-80 Winzeler Exc. received partial payment 12
Res. 345-80 Ness Exc. received partial payment 13
Res. 347-80 Ness Exc. received partial payment 4

PAYMENT REQUESTS AND PAY ESTIMATES

65-8 Res. 349-80 T-G Excavating received partial payment 8
Res. 350-80 Ness Excav. received partial payment 9

82-28 Res. 882-80 Earth Constr. received partial payment

93-2 Received the following partial payments: (St. Joe Study Area)

L. W. Dailey Inc.	311-80	11
Weitzel Construction	312-80	17
Earth Constr. and Eng.	314-80	15
Earth Constr. and Eng.	316-80	10
T-G Excavating	321-80	8

93-3 Received the following partial payments: (Spy Run Study Area)

Bercot Incorporated	324-80	9
Bercot Incorporated	326-80	8
Scheildeman Exc. Inc	329-80	9

93-4 Received the following partial payments N. Maumee Study Area

John Dehner Inc.	330-80	12
John Dehner Inc.	335-80	12
Bercot Inc.	340-80	9

Received the following partial payments Junk Ditch Study Area

Ness Excavating	347-80	5
T-G Excavating	349-80	9
Ness Excavating	350-80	10
Bercot Excavating	352-80	5

100-10 Received final partial payment 6 from Worthingtion Purm re: Contract 77-W-4----------

108-8 Received partial payment 36 from Hagerman-Shambaugh for Water Works Improvement----------

118-29 Received the following partial payments Junk Ditch Study Area

Ness Excavating	345-80	114
Ness Excavating	347-80	6
Ness Excavating	350-80	11

118-30 Received the follwing partial payment Spy Run Study Area

Scheidleman Exc.	329-80	10

118-31 Received the following partial payments N. Maumee Study Area

John Dehner Inc.	333-80	8
Bercot Inc.	340-80	7
John Dehner, Inc.	335-80	13

118-32 Received the following partial payment for St. Joe Study Area

L. W. Dailey, Inc	311-80	12
Earth Constr. & Eng.	314-80	16
Scheidleman Exc.	320-80	4
T-G Excavating	321-80	9

140-11 Received the following partial payments Spy Run Study Area

Butler and Butler	330-80	1

140-12 Received the following partial payments Junk Ditch Study Are

Winzeler Excavating	341-80	12
Ness Excavating Inc.	345-80	15
Ness Excavating Inc.	347-80	7
Bercot Excavating	352-80	6

140-13 Received the following partial payments N. Maumee Study Area

John Dehner, Inc.	311-80	14
John Dehner, Inc.	336-80	10
John Hartman Constr.	338-80	9

140-14 Received the following partial payments St. Joe Study Area

L.W. Dailey Inc	311-80	13
Weitzel Construction	312-80	18
Bercot Inc.	314-80	11
Earth Con. and Eng.	315-80	14
Earth Con. and Eng.	316-80	final
Earth Con. and Eng.	321-80	8

162-32 Received the following partial payments St. Joe Study Area

L.W. Dailey	311-80	14
T-G Excavating	321-80	11
Waynefield Con.	323-80	14

163-33 Received the following partial payments for Spy Run Study Area

Butler and Butler Con.	325-80	2
Bercot Inc.	326-80	9
Ground Services	328-80	13
Scheidleman Exc. Inc.	329-80	11

INVOICES AND PARTIAL PAYMENTS cont

163-34	Received the following partial payments N. Maumee Study Area		
	John Oehner	330-80	14
	John Oehner	333-80	9
	John Oehner	335-80	15
	John Oehner	336-80	11
	John Dehner	337-80	10
	8ercot Inc.	340-80	8
163-35	Received the following partial payments Junk Oitch Study Area		
	Winzeler Exc.	341-80	14
	Winzeler Exc.	342-80	13
	Ness Excavating	345-80	16
	Ness Excavating	347-80	8
	Winzeler Excavating	348-80	11
	T-G Excavating	349-80	10
	Ness Excavating	350-80	12
	Winzeler Excavating	351-80	11
	8ercot Inc.	352-80	7
164-36	Received the following partial payments St. Joe Study Area		
	Joe R. Norman	310-80	14
	Earth Con. and Eng.	313-80	15
164-37	Received the following partial payments Spy Run Study Area		
	N. Easter Con. Co.	327-80	13
164-38	Received the following partial payments N. Maumee Study Area		
	John Oehner Inc.	330-80	13
	John Oehner Inc.	337-80	9
	John Hartman Con.	338-80	8
	Rocco Ferrara Co.	330-80	16
	Rocco Ferrara Co.	330-80	15
164-39	Received the following partial payments Junk Oitch Study Area		
	Winzeler Exc. Co.	341-80	13
164-40	Received the following partial payments St. Joe Study Area		
	Rocco Ferrera and Co.	310-80	13
	Rocco Ferrera and Co.	310-80	15
169-26	Received the following partial payments St. Joe Study Area		
	Rocco Ferrera Co.	310-80	14
	John Hartman	317-80	6
169-27	Received the following partial payments N. Maumee Study Area		
	Rocco Ferrera & Co	330-80	17
179-15	John Oehner	367-82	3
179-21	Earth Con. and Eng.	368-82	2

181-34 Received partial payment to Miller Oavis Co. for Civic Center Parking Garage----------

201-4 Received partial payment 4 from John Dehner Inc. re: Res. 367-82----------

206-5 Received partial payment 1 from T-G Excavating re: Res. 376-82

PAYMENT REQUESTS ANO PAY ESTIMATES

105-26 Received pay estimate 61 from Hagerman-Shambaugh----------

107-47 Received pay estimate 9 from Hagerman-Shambaugh----------

111-22 Received payment request from Land Excavating Inc. re: Res. 360-82----------

111-23 Received payment request from Land Excavating re: Res 363-82 Group 2----------

111-24 Received payment request from T-G Excavating re: Res 363-82 Group 68----------

116-10 Received pay estimate 3 from T-G Excavating re: Res. 355-81

116-11 Received pay estimate 1 from 8ercot Inc. re: Res. 358-82 Catch 8asin----------

121-19 Receid pay estimate 10 from Hagerman-Shambaugh----------

125-10 Received request for payment from Community Oevelopment and Planning for engineering services----------

125-12 Received pay estimate 1 from John Oehner re: Res. 5950-81

130-15 Received request for payment to Land Excavating Inc. re: Res. 362-82----------

131-16 Received request for payment to Land Excavating Inc. re: Res. 373-82----------

131-17 Received request for payment to T-G Excavating Inc. re: Res. 361-82----------

131-18 Received request for payment to T-G Excavating Inc. re: Res. 363-82----------

138-11 Received pay estimate 1 from John Dehner Inc. re: Res. 367-82----------

138-13 Received pay estimate 62 from Hagerman-Shambaugh----------

138-16 Received payment request to Dailey Asphalt re: Res. 5938-82

138-17 Received payment request to Wayne Asphalt re: Res. 5945-82

138-18 Received payment request to Weikel Line re: Res. 5950-82---

138-19 Received payment request to Mudrack Tree Service re: Res. 72-72-3 ----------

139-3 Received payment request from T-G Excavating re: Res. 357-82----------

139-4 Received payment request from Rieth Riley re: Res. 5927-82-

139-5 Received payment request from Wayne Asphalt re: Res 5944-82

139-6 Received Partial payment request from Earth Construction re: Water Contract 82-XP-1

124-29 Received pay estimate 4 from T-G Excavating Inc. re: Res. 357-82----------

105-26 Received pay estimate 61 from Hagerman-Shambaugh----------

107-47 Received pay estimate 9 from Haterman-Shambaugh----------

149-6 Received pay estimate 2 from Bercot re: Res. 358-82--------

149-7 Received pay estimate 3 from John Dehner re: Res. 5934-82--

149-8 Received pay estimate 1 from Dailey Asphalt re: Res. 5951-82

149-9 Received pay estimate 1 from Dailey Asphalt re: Res. 5947-82

150-10 Received pay estimate 3 from Dailey Asphalt re: Res. 5936-82

154-2 Received payment request to Land Excavating re: Res. 362-82

154-3 Received payment request to Land Excavating re: Res. 373-82

154-4 Received payment request to T-G Excavating re: Res. 361-82

154-5 Received payment request to T-G Excavating re: Res. 363-82

154-6 Recieved payment request to All Star Const. re: Res. 372-82

154-7 Received payment request to Brooks Const. re: Res. 5948-82

154-8 Received payment request to Rieth Riley Co. re: Res. 5933-82

154-9 Received payment request to Brooks Const. re: Res. 5952-82

154-10 Received payment request fr Earth Const. re: Res. 368-82

154-11 Received payment request fr Earth Const. re: Res. 72-73-4

155-12 Received payment request fr T-G Excav. re: Res. 349-80

155-13 Received payment request fr Earth Const. re: Res. 365-82

155-15 Received payment estimate 63 to Hagerman-Shambaugh for C-180538

155-23 Received payment request to Neenah Found. for storm sewer castings----------

161-10 Received payment request for Wayne Asphalt re: Res. 5945-82

162-21 Received payment request for T-G Excavating re: 82-XP-4

167-8 Received payment request from Harding, Dahm, and Co.---------

167-9 Received payment request from John Dehner----------

167-10 Received payment request 4 from John Dehner----------

167-11 Received payment request 4 from John Dehner re: 5934-82----

167-12 Received payment request 3 from L. W. Dailey re: 5935-82---

167-13 Received payment request from John Dehner Inc. re: 5934-82-

167-14 Received payment request for Wayne Asp. and Con. re: 5949-82

168-16 Received payment request to Clyde William----------

168-17 Received payment request to T-G Excavating----------

168-18 Received payment request for HNT8----------

168-19 Received payment request to Gibson, Tourney, Kim----------

168-20 Received pay estimate 12 for Hagerman-Shambaugh----------

168-24 Received payment request 2 for Dale Dr. Re: 882-80--------

171-10 Received pay estimate 64 for Hagerman-Shambaugh----------

179-17 Received partial payment request 3 to T-G Exc. Inc re: Contract 82-XP-3----------

179-18 Received partial payment request 2 to Earth Construction re: contract 82-XP-3----------

179-23 Received payment request for Spears-Dehner re: Belle Vista Addition----------

184-14 Received pay estimate 13 from Hagerman-Shambaugh for AWT C-180774-03----------

181-27 Received request for payment from T-G Excavating Inc. Re: 363-82----------

181-28 Received request for payment from Land Excavating Inc. re: 362-82----------

181-29 Received request for payment from Land Excavating re: 373-82

181-30 Received request for payment from Land Excavating re: 364-82

181-31 Received request for payment from Land Excavating Inc. re: 364-82----------

192-29 Received pay estimate 14 re: 355-81----------

198-20 Received pay request from John Dehner, Inc. re: 375-82----

201-3 Received payment request from Bonar and Associates, Inc. re: 364-82----------

201-5 Received payment request from Water Engineering re: 82-XP-4

201-6 Recived payment request from WAter Engineering for Land Inc. re: Contract 82-02----------

202-14 Received final payment request re: Res. 349-80----------

202-15 Received pay estimate 65 to Hagerman-Shambaugh----------

203-21 Received request for payment ofinvoice for the Civic Center Parking Garage----------

206-7 Received pay estimate 14 to Hagerman-Shambaugh for AWT------

209-10 Received payment request from Bonar and Associates re: Study 72-106-45----------

209-11 Received pay request from Bonar and Associates Inc. re: Agreement of June 2, 1982----------

PAYMENT REQUESTS ETC. cont

211-5 Received pay estimate 1 from L. W. Dailey----------

212-12 Received request for payment from 8onar and Ass. Inc.--------

212-13 Received request for payment 66 for Hagerman-Shambaugh-------

217-8 Received request from HNT8 for payment of invoice 55---------

217-9 Received payment request from Wayne Asphalt and Construction re: Res. 5953-82----------

217-11 Received payment request from Wayne Asphalt and Construction re: Res. 5944-82----------

219-7 Recevied payment request from Earth Construction and Engineering re: Water Contract 82-XP-3----------

219-8 Received pay estimate 15 Hagerman-Shambaugh on the AWT-------

219-10 Received payment request from Gibson, Tourney, Kim, Inc. on Civic Center Parking Garage----------

220-11 Received request for partial payment from 8ercot Inc.-------

220-12 Received request for payment from 8onar and Associates. Inc. re: Engineering services----------

220-13 Received payment request 5 from John Dehner, Inc.----------

226-16 Received payment request from McNamee, Porter, and Seeley re: Contract 77-W-2----------

227-19 Received payment request from 8owen Engineering Corp. re: 375 -82----------

227-20 Received request for partial payment re: 375-82----------

231-8 Received payment request for Wayne Asphalt re: 5953-82------

231-9 Received payment request from Wayne Asphalt re: 5949-82-----

231-10 Received payment request from Wayne Asphalt re: 5959-82-----

231-13 Received payment request 97 for HNT8----------

231-15 Received final payment request from T-G excavating for 376-82

232-16 Received payment request from Tank Industry Consultants, Inc. for professional services----------

CHANGE ORDERS

24-26 Received change order 6 from Rocco Ferrera and Co. re: 310-80

24-27 Received change order 7 from Rocco Ferrera and Co. re: 310-80

24-28 Received change order 8 from Rocco Ferrera and Co. re: 310-80

25-1 Received change order 5 from 8usch Inc. re: 334-80

25-2 Received change order 2 for 8usch, Inc. re: 332-80

25-3 Received change order 4 from 8usch Inc. re: 331-80

25-4 Received change order 3 from 8usch Inc. re: 310-80

33-14 Received change order 1 from Moellering Construction : 339-80

46-13 Received change order 3 from 8rooks Construction re: 314-80

52-17 Received change order from John Hartman re: 338-80

106-38 Received change order 1 re: 1026-81

106-39 Received change order 9 from Rocco Ferrera re: 310-80

106-43 Received change order 1 re: 362-82

111-13 Received change order 2 re: 324-80

111-14 Received change order 3 re: 347-80

111-15 Received change order 5 re: 310-80

111-21 Received change order 1 re: 362-82

CHANGE ORDERS cont

117-25	Received change order 1	re: 357-82
118-28	Received change orders 3-5	AWT C-180774-03
130-6	Received change order 3	re: 311-80
138-9	Received change order 1	re: 367-82
146-12	Received change order 1	re: 82-XP-1
146-13	Received change order 1	re: 5944-82
147-22	Received change order	C-180774-03
147-23	Received change order	re: 314-80
147-24	Received change order	re: 314-80
147-25	Received change order	re: 315-80
147-26	Received change order	re: 316-80
147-27	Received change order	re: 313-80
147-28	Received change order	re: 312-80
147-29	Received change order	re: 317-80
147-30	Received change order	re: 320-80
155-20	Received change order 1	re: 5938-82
155-21	Received change order	re: 311-80
155-22	Received change order	re: 311-80
162-24	Received change order 4	re: 347-80
162-25	Received change order 4	re: 350-80
162-31	Received change order 7	re: 345-80
168-23b	Received change order 1	re: 355-82
168-24a	Received change order 1	re: 882-80
191-23	Received change order 10	re: 310-80
206-8	Received change order 1	re: 327-80
206-9	Received change order 1	re: 5907-81
208-8	Received change order	C-180599-09
212-14	Received change order 1	re: 368-82
217-10	Received change orders	C-180599-08
230-12	Received change order 2	re: 319-80

S-44-83
3/8/83

72-232-20
3/30/83
H. I.

CONTRACT

CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, Made the 30th day of March, 1983, by and between James F. Ries and National Sweep-All, Inc., a Joint Ventu whose address is 6231 MacBeth Rd., Fort Wayne, Indiana hereinafter called "Contractor", and the City of Fort Wayne, Allen County, Indiana, a Municipal Corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendable equipment, transportation services, bonds and insurance required to perform and to complete in a workman--like manner all the work required for the Sweeping of Streets as specified in the Sections listed in Article II, identified in these contractural documents as Contract No. _____ all in strict accordance with the specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I, as bid by sucessful bidder as follows:

SECTION "A"

$ 13.50 per curb mile, Central Business District

SECTION "B"

$ 19.50 per curb mile, Arterial Streets & Medians

SECTION "C"

$ 26.50 per curb mile, Fort Wayne Curbed Streets

SECTION "D"

$ 95.00 per Hour, as required by the City of Fort Wayne.

ARTICLE III, PAYMENTS TO CONTRACTOR

Sections A through C:

Payment for all sweeping shall be by the contract unit price per one-tenth (1/10th) of a linear curb mile actually swept, or by the hour actually worked.

Request for partial payment may be made monthly, or upon completion of each sweeping cycle, individually for all streets within any one Section (Section A, B, or C), or after completing specific jobs requested by the City under Section D. Requests for payment must be prepared in triplicate, forwarded to the Board of Public Works for approval, and include the following:

A) Standard Claim form for payment.

B) Cover invoice, showing linear curb miles swept during the cycle, gallons of water used, and an extension in dollars at the quoted linear curb mileage cost.

C) Copy of the Sequence of Work Schedule for the invoiced cycle, showing date each street was swept and bearing the initials and signature of the contractor's foremen.

ARTICLE IV, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance, Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. General Specifications
4. Sweeping Specifications
5. Proposal Form
6. Non-Collusion Affidavit
7. Form 96-A
8. Statement of experience in Street Sweeping
9. Performance Bond
10. This contract
11. Insurnace Certificates
12. EEO/AA Documents (2) Exhibit "D"
13. Sequence of Work Schedule Form
14. Contractor's Information Report
15. Designated Streets Section

ARTICLE VI, APPROVAL OF CONTRACT

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common council of the City fail to approve same within thirty (30) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

BY:

James F. Ries, an individual
Joint Venturer

G. Charles Walbridge, Secretary
National Sweep-All, Inc.
Joint Venturer

By:_____

CITY OF FORT WAYNE, INDIANA

Winfield C. Moses, Jr., Mayor

DEPARTMENT OF PURCHASES

Aaron M. Gluck, Director

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Clerk of the Board

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 30th day of March, 1983, James F. Ries, an individual and G. Charles Walbridge, Secretary, National Sweep-All, Inc., a Joint Venture, and acknowledged the execution of the foregoing instrument to be a voluntary act and deed for the purposes herein mentioned.

WITNESS my hand and Notary Seal.

Sharon J. Helmsing
Notary Public

SHARON J. HELMSING, Notary Public
Resident of Allen County
My Commission Expires July 6, 1986

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 30th day of March, 1982, Winfield C. Moses, Jr., and also, Aaron M. Gluck, Stephen A. Bailey, Betty R. Collins, Roberta Anderson Staten, and Sandra Kennedy, known to me to be the Mayor, the Director of Purchases, the members of the Board of Public Works and the Clerk of said Board, respectively, of the City of Fort Wayne, Indiana, and Acknowledged the foregoing agreement to be their voluntary act and deed of such Mayor, members of the Board of Public Works and Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and Notary Seal

Sharon J. Helmsing
Notary Public

My Commission expires:
SHARON J. HELMSING, Notary Public
Resident of Allen County
My Commission Expires July 6, 1986

Approved as to form and legality:

Bruce O. Boxberger, City Attorney

POWER OF ATTORNEY

POWER NUMBER

Bond No. SP-3695

GUARD CASUALTY & SURETY INSURANCE COMPANY

INDIANAPOLIS INDIANA

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That NATIONAL SWEEP-ALL, INC., 6231 McBeth Road, Fort Wayne, Indiana 46809
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and Guard Casualty & Surety Insurance Company, a corporation of the State of Indiana, with it home office in the City of Indianapolis, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of

ONE HUNDRED EIGHTY EIGHT THOUSAND

Dollars ($ 188,000.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated APRIL FIRST 19.83., entered into a contract with Owner for Sweeping Streets of Fort Wayne, Indiana in Section "A", Section "B" and Section "C"

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this FIRST day of APRIL A.D. 19.83

In the presence of:

Russell Caldwell

NATIONAL SWEEP-ALL, INC. (Seal)
Principal

Charles Walbridge
Title

Guard Casualty & Surety Insurance Company

By Charlene J. Riley (Seal)
Charlene J. Riley, Attorney-in-Fact *Title*

GCSI No. 118

POWER OF ATTORNEY

POWER NUMBER

GUARD CASUALTY AND SURETY INSURANCE COMPANY

SP № 3695

129 E. Market St., Indianapolis, Indiana 16204
(317) 638-1833

KNOW ALL MEN BY THESE PRESENTS, GUARD CASUALTY AND SURETY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana, and having its general office in the city of Indianapolis, State of Indiana, has made, constituted and appointed, and does by these presents, make, constitute and appoint.

Russel V. Radebaugh and Charlene J. Riley of Indianapolis, Indiana

its true and lawful Attorney-in Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind GUARD CASUALTY AND SURETY INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of GUARD CASUALTY AND SURETY INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

Two Hundred Thousand Dollars
($200,000.00)

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

GUARD CASUALTY AND SURETY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of GUARD CASUALTY AND SURETY INSURANCE COMPANY, duly adopted and now in force, to wit: All bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 1st, 19 84, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said GUARD CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of APRIL 1st, 19 83

GUARD CASUALTY AND SURETY INSURANCE COMPANY

By Leon E. Ellis
President

STATE OF INDIANA)
SS:
COUNTY OF MARION)

On this April 1st, 19 83, before me, a Notary Public, personally appeared Leon E. Ellis who being by me duly sworn, acknowledged that he signed the above Power of Attorney as an officer of the said GUARD CASUALTY AND SURETY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: May 28, 1985

Sandra J. Glenn
Notary Public

If you have any questions concerning this power call (317) 638-1833 for verification.

INSURANCE BINDER

ACORD

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 1

NAME AND ADDRESS OF AGENCY
Radebaugh Insurance Agency
581 South Range Line Road
Carmel, Indiana 46032

COMPANY
GRANGE MUTUAL INSURANCE COMPANY

Effective 12:01A m 4-1-83 , 19
Expires 12:01 am ☐ Noon 5-1-83 , 19

☐ This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)

NAME AND MAILING ADDRESS OF INSURED
National Sweep-All, Inc.
6231 McBeth Road
Fort Wayne, Indiana 46032

Description of Operation/Vehicles/Property

PROPERTY

Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %

LIABILITY

Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
☐ Scheduled Form ☒ Comprehensive Form		Bodily Injury	$ 300	$ 500
☒ Premises/Operations		Property Damage	$	$ 500
☒ Products/Completed Operations		Bodily Injury & Property Damage Combined	$	$ 500
☒ Contractual				
☐ Other (specify below)				
☐ Med. Pay. $ Per Person $ Per Accident	☐ A ☐ B ☐ C	Personal Injury		$
☐ Personal Injury				

AUTOMOBILE

Type of Insurance		Limits of Liability	
☒ Liability ☒ Non-owned ☒ Hired		Bodily Injury (Each Person)	$ 300
☒ Comprehensive Deductible	$ 250.00	Bodily Injury (Each Accident)	$ 500
☒ Collision-Deductible	$ 500.00	Property Damage	$ 500
☒ Medical Payments	$5,000.00		
☒ Uninsured Motorist	$0,000.00	Bodily Injury & Property Damage Combined	$
☐ No Fault (specify):			
☐ Other (specify):			

☒ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☒ EMPLOYERS' LIABILITY — Limit $ 100

SPECIAL CONDITIONS/OTHER COVERAGES

CITY OF FORT WAYNE, AS AN ADDITIONAL NAMED INSURED

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADD'L INSURED

THE CITY OF FORT WAYNE
One Main Street
Fort Wayne, Indiana 46802

LOAN NUMBER

Signature of Authorized Representative — Date 4-1-83

ACORD 75 (11-77)

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

72-231-14
3/30/83

28 March 1983

Reference: Agreement for Water Pollution
Control Consulting Services

Dear Mr. Carl W. Wagner

Please accept this as our Agreement with you to perform certain specific consulting services as an Operator and Maintenance Person with the City Utilities of the City of Fort Wayne from 1 April 1983 through 30 June 1983.

Your service to be limited to forty (40) hours per every two (2) weeks.

It is to be understood that City Utilities will be billed by-weekly for your consulting services rendered at $13.00 per hour. These consulting services shall be performed during the periods designated by our Water Pollution Control Plant Superintendent, Mr. Neil Wisler, who will be your supervisor.

If you find this agreement acceptable, please acknowledge in the space provided below and return directly to Mr. Neil Wisler's office at the Water Pollution Control Plant, 2601 Dwenger Avenue.

BOARD OF PUBLIC WORKS - approved this 30th day of March, 1983.

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ACCEPTED This 7 day of Apr 1983.

Carl W. Wagner, Consultant

RECEIVED
APR - 5 1983
Water Pollution Control Plant
Fort Wayne, Indiana

BOARD OF PUBLIC WORKS
APR 11 1983
RECEIVED

AN EQUAL OPPORTUNITY EMPLOYER

2

72-231-7
3/30/83

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5971 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. SOUTH WAYNE AVENUE - From the south curbline of Rudisill Blvd. to the south property line of Pasadena Drive.

2. SOUTH WAYNE AVENUE - From the south curbline of Sherwood Terrace to the north curbline of Pettit Avenue.

3. CHARTWELL DRIVE - From the east curbline of Anthony Blvd. to the east curbline of Salisbury Drive.

4. SALISBURY DRIVE - From the south pavement line of Chartwell Drive to a point 185 feet south thereof.

ALTERNATE STREETS

5. DREXEL AVENUE - From the east curbline of Anthony Blvd. to the west curbline of Queen St.

6. WEST SHERWOOD TERRACE - From the west curbline of Calhoun Street to the east curbline of Fairfield Avenue.

7. FLEMING AVENUE - From the west curbline of Calhoun Street to the west curbline of Fairfield Avenue.

8. PONTIAC STREET - From the east curbline of Anthony Blvd. to the west curbline of Adams Street.

9. HOLTON AVENUE - From the north curbline of Oxford Street to the north property line of McKee Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated LR&S Funds.

ADOPTED, this 30th day of March, 1983.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

3

72-230-6
3/30/83

MUNICIPAL STREET LIGHTING

DECLARATORY RESOLUTION

NO. 166-83

Hoagland-Packard-Kinsmoor Area

The Board of Public Works of the City of Fort Wayne, Indiana, having been petitioned by certain property owners in the Hoagland-Packard-Kinsmoor Area more specifically defined as; Hoagland Avenue from Darrow Street to Wildwood Ave; Kinsmoor Avenue from Fairfield to Webster Street; West Packard Avenue from Fairfield Avenue to Calhoun Street; all in accordance with the drawing and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered pursuant to I.C. 36-9-9-3 and 36-9-9-10.

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at one-half (1/2) the local prime rate on this date but not lower than nine (9) percent per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners pay said assessment before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or such monies as said City is by said above entitled act required to pay. All proceedings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be

4

provided for in said above entitled act and all amendments thereto and supplemental thereof.

Adopted this 30th day of March 1983.

BOARD OF PUBLIC WORKS

Chairman

Member

Member

Attest:

Clerk

4

72-335-11
3/23/83
4.7,

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5970 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. ST. MARYS AVENUE - From the north curb line of State Blvd. to the south pavement line of Goshen Avenue.

2. FOURTH STREET - From the west curb line of Franklin Avenue to the east curb line of Rumsey Avenue.

3. VAN BUREN STREET - From the south curb line of Berry Street to the north curb line of Jefferson Blvd.

4. WEBSTER STREET - From the south curb line of Lewis Street to the north curb line of Baker Street.

5. MAIN STREET - From the west curb line of Ewing Street to the west property line of Broadway.

6. SOUTH WASHINGTON RD. - From the south curb line of North Washington Road to the northeast curb line of Hawthorn Road.

7. BELLE VISTA BLVD. - From the northwest pavement line of Old Trail Road to the west property line of Kimberley Road.

8. FERNWOOD AVENUE - From the north pavement line of Lower Huntington Road to the north curb line of Dalevue Drive.

9. DALEVUE DRIVE - From the west property line of House #3413 to its western terminus.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from LR&S Funds.

ADOPTED, this 23rd day of March, 1983.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

72-235-10
3/23/83
H. I.

SEWER IMPROVEMENT RESOLUTION NO. 387-1983
"MICHIGAN AVENUE STORM SEWER"

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed: across the North Half of the Southeast Quarter of Section 10, Township 30 North, Range 12 East bounded on the West by the East bank of the St. Mary's River; bounded on the North by the South right-of-way line of Taylor Street; bounded on the East by the West right-of-way line of Broadway; bounded on the Southeast by the North right-of-way line of Guthrie Street; and the South right-of-way line of Hale Avenue.

PHASE I

MAIN LINE: Beginning at a proposed Structure #1 located 30± LF North of the centerline of Hale Avenue and 153± LF West of the centerline of Pauline Street on the East bank of the St. Mary's River; thence Southeasterly for a distance of 165± LF to proposed Structure #2 located within the right-of-way of Hale Avenue 12± LF south of the North right-of-way line; thence Easterly for a distance of 700± LF to proposed Structure #4, located 16± LF South of the North right-of-way line of Hale Avenue and 25± LF West of the East right-of-way line of Reidmiller Avenue; thence Northerly for a distance of 380± LF to proposed Structure #5 located 18± LF North of the South right-of-way line of Michigan Avenue and 25± LF West of the East right-of-way line of Reidmiller Avenue; thence Easterly for a distance of 810± LF to proposed Structure #7 located 21± LF North of the South right-of-way line of Michigan Avenue and 25± LF West of the East right-of-way line of Nelson Street; thence Northerly for a distance of 430± LF to proposed Structure #9 located 25± LF North of the Southerly right-of-way of Leland Avenue and 25± LF West of the Easterly right-of-way of Nelson Street.

Said Sewer shall be 48", 42", 36", 27" and 21" in diameter.

LATERAL #4

Beginning at proposed Structure #6 located 19± feet North of the South right-of-way line of Michigan Avenue and 42± Feet West of the East right-of-way line of Thompson Avenue; thence Southwesterly for a distance of 300± LF to a proposed Structure #18 located 15± feet East of the West right-of-way line of Thompson Avenue;thence Easterly for a distance of 158±LF to proposed Structure #19 located 13± feet South of the North right-of-way line of Zollars Avenue.

Said Sewer shall be 21" in diameter.

PHASE II

LATERAL #1

Beginning at the above-referenced Structure #9 located 24± LF West of the East right-of-way line of Nelson Street and 16± feet North of the South right-of-way line of Leland; thence Easterly for a distance of 295± LF to proposed Structure #19 located 16± feet North of the South ritht-of-way line of Leland and 7± LF East of the West right-of-way line of Brookside Street.

Said Sewer shall be 15" in diameter.

LATERAL #2

Beginning at proposed Structure #2 located 11± feet South of the North right-of-way line of Hale Avenue and 16± feet West of the East right-of-way line of Pauline Street; thence Northerly for a distance of 395± LF to a point 18± feet West of the East right-of-way line of Pauline Street.

Said Sewer shall be 18" in diameter.

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LATERAL #3

Beginning at proposed Structure #3 located 15± feet South of the North right-of-way line of Hale Avenue and 18± feet West of the East right-of-way line of Phenie; thence Northerly for a distance of 295± LF to a point 18± feet West of the East right-of-way line of Phenie.

Said Sewer shall be 18" in diameter.

LATERAL #5

Beginning at proposed Structure #18 located 25± feet West of the East right-of way line of Nelson Street and 27± LF North of the South right-of-way line of Michigan Avenue; thence Easterly for a distance of 600± LF to proposed Structure #20 located 27± feet North of the South right-of-way line of Michigan Avenue.

Said Sewer shall be 18" in diameter.

LATERAL #6

Commencing at proposed Structure #4 located 40± feet West of the East right-of way line of Reidmiller Avenue and 20± LF South of the North right-of-way line of Hale Avenue; thence South for a distance of 300± LF to proposed Structure #13 located 17± feet East of the West right-of-way line of Reidmiller Avenue; thence East for a distance of 320±LF to proposed Structure 14 located 30± feet South of the North right-of-way line of Guthrie Avenue.

Said Sewer shall be 18" in diameter.

LATERAL #7

Commencing at proposed Structure #6 located 20± feet South of the North right-of-way line of Michigan Avenue and 5± LF East of the West right-of-way line of Thompson Avenue; thence Northeasterly for a distance of 260± LF to proposed Structure #16 located 20± feet West of the East right-of-way line of Thompson Avenue.

Said Sewer shall be 15" in diameter.

The total cost of said Storm Sewer Improvement Project shall be paid by funds from City of Fort Wayne Sewer Relief Funds and from Housing and Urban Development Community Block Grant.

The Board of Public Works shall reserve the right to eliminate any and all laterals in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instruction to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 23rd day of March 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST: Sandra E. Kennedy
Sandra E. Kennedy, Clerk

This instrument prepared by:
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer
CITY OF FORT WAYNE

6

72-335-9
3/23/83
H.I.

STREET LIGHTING IMPROVEMENT RESOLUTION NO. 165-83

Summit Ridge Addition

The Board of Public Works of the City of Fort Wayne, Indiana, having been petitioned by certain property owners in the Summit Ridge Addition, hereby deems it necessary to improve the street lighting in the aforementioned addition more specifically defined as follows: Eastwick Drive from Reed Road to Preston Drive; Camelot Drive from Corby Drive to Preston Drive; Corby Drive from Camelot Drive to Eastwick Drive; Berkley Avenue from East State Boulevard to Eastwick Drive; Berkley Court, and Preston Drive from Camelot Drive to Eastwick Drive; all in accordance with the plans and specifications on file with the Street Lighting Department of the aforementioned City and such lighting is now ordered.

Board of Public Works

Chairman

Member

Member

Attest:

Clerk

72-220-14
3/16/83

ACREEMENT AND MUTUAL RELEASE

THIS AGREEMENT, BY AND BETWEEN

AND MARTIN, INC.

CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA,

WITNESSETH:

WHEREAS, on or about the 29th day of April, 1982, while excavating in the vicinity of Lewis and Calhoun Streets, employees of Martin, Inc., struck and damaged a water line owned by City Utilities, resulting in flooding of the excavation site, loss of water, damage to utility property and other unspecified damages, losses and expenses to Martin, Inc. and City Utilities, and

WHEREAS, to avoid litigation, and resolve the disputes arising out of said occurrence, it is mutually desired to settle these disputes and elaims by the execution of mutual releases, it is,

AGREED that:

FOR A COOD AND VALUABLE CONSIDERATION, and in consideration of the Mutual Releases herein contained, the undersigned parties do hereby Release and forever Discharge the other from all claims and causes of action now or hereafter arising or which each has or may have against the other on account of damage resulting from the breaking of the water line at Lewis Street and Calhoun Street, Fort Wayne, Indiana on or about the 29thday of April, 1982.

City Utilities shall immediately dismiss its claim in the Small Claims Court, and Martin shall not pursue its claim for damages arising out of the occurrence.

DATED AND EXECUTED as of this 14th day of March, 1983.

MARTIN, INC.

by Gerald E. Martin
(type name)
its Secretary-Treasurer

(s) Gerald E. Martin

CITY UTILITIES OF THE
CITY OF FORT WAYNE
by

Betty R. Collins

Attest:

Sandra Kennedy, Clerk

The Board of Works

This instrument prepared by:
Robert D. Colestock, Attorney

72-319-
3/16/83

SEWER IMPROVEMENT RESOLUTION NO. 3B6-B3

BERRY STREET 60-INCH SEWER ABANDONMENT & INTERCONNECTION PROJECT

CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency abandonment be completed on the 60-inch Berry Street Sewer which from its size and character, is necessary for continued collection of wastewater by its users, and because its integrity must be kept, is hereby ordered.

FEDERAL EMERGENCY MANAGEMENT AGENCY
DAMAGE SURVEY REPORT NO. 043097

Scope of Proposed Work

The work requires the installation of new sewers and appurtenances along with grouting, bulk heads, surface restoration and temporary sheeting in accordance with the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works.

The total cost of said repairs to the Berry Street Sewer shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 16th day of March, 1983.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

82-219-5
3/16/83
H. I,

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5968 -1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. EASTWICK DRIVE - From the east pavement line of Reed Road to the west curb line of Preston Drive.

2. LASSELLE STREET - From the east curb line of Lafayette Street to the west curb line of Hanna Street.

3. MASTERSON AVENUE - From the east curb line of Lafayette Street to the west curb line of Hanna Street.

4. MONROE STREET - From the north curb line of Lasselle Street to the north property line of Wallace Street.

5. CLAY STREET - From the north property line of Wallace Street to the north curb line of Lasselle Street.

6. CREIGHTON AVENUE - From the west curb line of Lafayette Street to the west property line of Harrison Street.

7. NORTHCREST DRIVE - From the north curb line of Warwick Avenue to the east curb line of Dartmouth Drive.

8. SHERBORNE BOULEVARD - From the north curb line of State Boulevard to the south curb line of Vance Avenue.

9. WAYNE TRACE - From the east curb line of Anthony Boulevard to the south curb line of New Haven Avenue.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from LRS Funds.

ADOPTED, this 16th day of March, 1983.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

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82-216-7
3/9/83

H.F.

CALHOUN STREET 42" COMBINATION SEWER REPAIR
Resolution 388-1983
DSR #043098

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the repair of the CALHOUN STREET 42" COMBINATION SEWER, which from its size and character is intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from existing collateral drains:

> Beginning at the existing 42" sewer 11± feet south of the South Alley line at the First Alley, north of Wayne Street; thence south 30± feet to connect to existing line.

Said sewer shall be 42" in diameter with all appurtenances to be constructed in accordance with plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary and storm purposes only.

All work done in the making of the aforementioned Public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City.

It is hereby found by said Board of Public Works, that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility and Federal Disaster Aid Funds (Application).

ADOPTED this 9th day of March, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sharon J. Helmsing, Clerk - Pro Tem

83-004748

72-216-5
3/9/83
H.I.

COPY

MORTGAGE CONSOLIDATION, MODIFICATION AND EXTENSION AGREEMENT

1983 MAR 14 AM 11:21
ALLEN COUNTY RECORDER
Virginia A. Young

BY AND BETWEEN: THOMAS G. LEMBACH,
hereinafter called MORTGAGOR

AND

GITY UTILITIES OF FORT WAYNE, INDIANA,
hereinafter called MORTGAGEE

WHEREAS MORTGAGOR AND MORTGAGEE have heretofore entered into certain mortgage agreements, and whereas the parties want to modify the payment schedules required by said agreements, and to retain the respective mortgages as continuing liens upon the properties therein described, it is

AGREED, for a valuable consideration, as follows:

1. A certain mortgage agreement dated October 20, 1981 and recorded as Document No. 81-021278, in tbe Office of the Recorder of Allen County, being a lien upon
Lot # 9 Grestholme Amended Addition,
to secure the principal sum of $2,204.28; and

2. A certain mortgage agreement dated October 20, 1981 and recorded as Document No. 81-021275, in the Office of the Recorder of Allen County, being a lien upon
The North 1/2 of Lot No. 10, Grestholme Amended Addition,
to secure the principal sum of $1,119.64; and

3. A certain mortgage agreement dated October 20, 1981 and recorded as Document No. 81-021276, in the Office of the Recorder of Allen County, Indiana, being a lien upon
The South 1/2 of Lot No. 10, Grestholme Amended Addition, except the West 129 feet thereof,
to secure the principal sum of $941.68; and

4. A certain mortgage agreement dated October 20, 1981 and recorded as Document No. 81-021277, in the Office of the Recorder of Allen County, Indiana, being a lien upon
Lot No. 28, Grestholme Amended Addition,
to secure the principal sum of $3,247.64; are

A. Consolidated into one Mortgage Agreement securing the total principal sum of SEVEN THOUSAND FIVE HUNDRED THIRTEEEN and 24/100 ($7,513.24) DOLLARS;

B. Modified to permit and require that payments be made, as follows:

MORTGAGOR agrees to pay, and MORTGAGEE agrees to accept in full satisfaction of the mortgage obligations hereinabove described, the principal sum of $7,513.24, payable in thirty-seven (37) equal monthly installments of $200.00 each, the first such installment to be due and payable on the 8th day of March, 1983 and each subsequent installment to be due and payable on the 1st day of each month thereafter, with the final, thirty-eighth installment in the sum of $113.24, to be due and payable on the 1st day of April, 1986, unless sooner paid as herein provided, all without interest or charges, EXCEPT as herein provided.

1. Payments required under this Agreement are due and payable on the 1st day of each month. If not received, in the Office of the MORTGAGEE, no later than the 10th day of each month for which payable, then such payment shall be deemed to be LATE, and the following charges shall accrue:

A late charge of $20.00 shall be assessed and chargeable on each LATE payment.

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2. Should any required monthly installment, including the late charge hereinabove assessed, be unpaid on the due date of the next succeeding monthly installment, then such unpaid installment, including late charge shall be deemed to be DELINQUENT. Should such delinquency occur, the following additional charges shall accrue:

a. Interest shall be computed and payable upon the entire unpaid principal balance at the rate of 12% per annum, until the same, with interest, attorneys fees as hereinafter provided, costs and fees, and late charges as above provided, shall have been paid; the acceptance of payment of a delinquent payment shall not relieve MORTGAGOR of the obligation to pay interest accrued or thereafter accrued;

b. At its option, the MORTGAGEE may declared the entire principal sum, with accrued interest and late charges immediately due and payable;

c. All payments, charges, interest, attorneys fees and court costs shall be payable without relief from valuation or appraisement laws; and

d. MORTGAGEE may charge, and collect reasonable attorneys fees, court costs, costs of collection, as may be required to enforce its rights and remedies under this Agreement, including attorneys fees if there be delinquencies referred to an attorney for collection, whether or not foreclosure proceedings are in fact initiated.

3. Further, in addition to all other rights and remedies of MORTGAGEE, it shall have the right to disconnect the sewer taps serving the above-described parcels of real estate, or any of them, in the event of a delinquency, without further notice or demand whatever,

and

C. Extended to extend the term of the said mortgages to and through the 1st day of April, 1986, unless sooner paid, giving and granting to MORTGAGOR the right to pre-pay, in whole or in part, without penalty, the principal sum herein secured, and granting to MORTGAGOR the right to obtain a release of mortgage lien upon full payment of that portion of the principal sum ascribed to the parcel sought to be released. For the purposes of obtaining such Release, it shall be deemed that the obligation has been consolidated into one debt; the modified payment herein required is not allocated to a specific parcel; payments made in installments shall not be credited toward the monies required to be paid to release a parcel from the lien of this mortgage.

Notwithstanding any other provision hereof, the whole of the principal sum, with late charges, if any, accrued interest, if any, attorneys fees and costs, if any, shall be payable and paid, in full, no later than the 1st day of April, 1986.

DATED AND EXECUTED this 8th day of March, 1983.

MORTGAGOR

Thomas G. Lembach

Thomas G. Lembach

MORTGAGEE

CITY UTILITIES OF FORT WAYNE, INDIANA
By Its Board of Works

Member

Member

Member

ATTEST:

Sandra Kennedy, Clerk

Witness my Notarial Seal this 8th day of March, 1983.

My commission expires:
January 27, 1984

Resident of Allen County, Indiana

Rhonda P. Andrews
Notary Public

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State of Indiana)
) SS:
County of Allen)

On this 8th day of March, 1983, before me personally appeared THOMAS C. LEMBACH, the MORTGAGOR, Stephen A. Bailey, Betty R. Collins, and _____, Members of the BOARD OF WORKS, and Sandra Kennedy, the Clerk to said Board, and acknowledged that they executed the foregoing Agreement as their voluntary act as and for the purposes hereinabove set forth.

Witness my Notarial Seal this 8th day of March, 1983.

My Commission expires:

January 27, 1984

Rhonda P. Andrews
Notary Public

Resident of Allen County, Indiana

This instrument prepared by:
Robert D. Colestock,
Attorney at Law

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COPY

RELEASE OF MORTGAGE

83-004747

For a valuable consideration, it is hereby certified that a certain mortgage executed by: OSCAR M. & AMANDA V. SIMS (BOTH DECEASED) by THOMAS LEMBACH (PERSONAL REPRESENTATIVE) on the 13 day of JULY, 1982 to the City of Fort Wayne, Indiana, to secure payment to said Mortgagee for sanitary sewer tap-in fees pursuant to Resolutions of the Board of Works of said municipality, which mortgage was recorded as Document No. 82-011929, on the 22 day of JULY, 1982, in the Office of the Recorder of Allen County, Indiana, is hereby RELEASED and satisfied.

Dated this 14 day of MARCH, 1983.

Kathleen Stock
KATHLEEN STOCK
Supervisor of Customer Relations
City Utilities of Fort Wayne, Indiana

1983 MAR 14 AM 11:17
ALLEN COUNTY RECORDER

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

On this 14 day of MARCH, 1983, before me, a Notary Public, in and for said County and State, personally appeared KATHLEEN STOCK, and acknowledged the execution of the foregoing Release of Mortgage, in her capacity as Supervisor of Customer Relations, City Utilities of Fort Wayne, Indiana; that she is currently the holder of that position and was authorized to execute this Release of Mortgage on behalf of the Mortgagee by Board of Works Resolution No. 72-27-12, dated JULY 1, 1982, and Recorded in the Office of the Recorder of Allen County as Document No. 82-012513.

Witness my hand and Notarial Seal this 14 day of MARCH, 1983.

Judith A. Black
JUDITH A. BLACK
Notary Public
Resident of Allen County, Indiana
My Commission Expires: 12-19-86

Instrument prepared by:

R. J. Moriffer
ASSOCIATE CITY ATTORNEY

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Use of this form constitutes practice of law and is limited to practicing lawyers.

72-213-16
3/2/83
H.F.

Form No. 6

82-020359

Mail for duplicate to Board of Public Works City of Fort Wayne

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That RYDER TRUCK RENTAL, INC. ("Grantor"), a corporation organized and existing under the laws of the State of Florida CONVEYS AND WARRANTS to THE CITY OF FORT WAYNE

of Allen County, in the State of Indiana, for the sum of Ten and no/100 ---------- Dollars ($ 10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana:

Lot A in Hamilton's Fifth Addition to the City of Fort Wayne, as recorded in Deed Record 69, Page 399, of the records in the office of the Recorder of Allen County, Indiana;

Also a tract of land in the East ½ of the Northeast ¼ of Section 11, Township 30 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, being part of the space East of Lot A Hamilton's Fifth Addition to the City of Fort Wayne, described as follows, to wit:

Beginning at the Southeast corner of Lot A Hamilton's Fifth Addition, thence North along the East line of the said Lot A Hamilton's Fifth Addition, a distance of 320.083 feet to the South right-of-way line of the Wabash Railroad Company; thence East along the said South right-of-way line of the Wabash Railroad Company, a distance of 72 feet; thence South parallel to the aforesaid East line of Lot A Hamilton's Fifth Addition a distance of 320.083 feet to the North line of Murray Street; thence West along the said North line of Murray Street, a distance of 72 feet to the place of beginning.

Subject to all restrictions and easements of record.

Grantor represents and warrants no gross income tax is due or owing as a result of this conveyance.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

1982 NOV 29 AM 10:49
ALLEN COUNTY RECORDER

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 8th day of November, 19 82.

RYDER TRUCK RENTAL, INC.
(Name of Corporation)

(SEAL) ATTEST:

By _____ Signature
Jeffrey J. Murphy, Assistant Secretary
Printed Name, and Office

By _____ Signature
R.D. Schneider, Senior Vice President
Printed Name, and Office

STATE OF ~~XXXXXXXX~~ FLORIDA
SS:
COUNTY OF Dade

INSTRUMENT Q 5622

Before me, a Notary Public in and for said County and State, personally appeared R. D. Schneider and Jeffrey J. Murphy DULY ENTERED FOR TAXATION the Senior Vice President and Assistant Secretary NOV 29 1982 respectively of RYDER TRUCK RENTAL, INC., a Florida corporation and acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

AUDITOR OF ALLEN COUNTY

Witness my hand and Notarial Seal this 8th day of November, 19 82.

My Commission Expires
May 29, 1986

Signature _____
Printed Beverly Bayne, Notary Public
Residing in Dade County, Florida

Swmpfle + Haller Box

This instrument was prepared by Gina S. Russ, Esq. 3600 N.W. 82nd Avenue, Miami, Florida 33166 attorney at law.

Send tax bills to: P.O. Box 520816, Miami Florida 33152

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Swmpfle + Haller Box

INSTRUMENT Q 5621

40.00

(1)

Form No. 3

Note: Use of this form constitutes practice of law and is limited to practicing lawyers.

82-020358

Mail to: duplicate to Board of Public Works City of Fort Wayne

WARRANTY DEED

THIS INDENTURE WITNESSETH, That SIDNEY W. SCHUMAN, as Trustee of The Schuman Family Revocable Trust UAD June 23, 1976 ("Grantor") of Los Angeles County, in the State of California, CONVEYS AND WARRANTS to RYDER TRUCK RENTAL, INC.

of Dade County, in the State of Florida, for the sum of One Hundred Thirty-Two Thousand Five Hundred Dollars ($ 132,500.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana:

Lot A in Hamilton's Fifth Addition to the City of Fort Wayne, as recorded in Deed Record 69, Page 399, of the records in the office of the Recorder of Allen County, Indiana;

Also a tract of land in the East 1/2 of the Northeast 1/4 of Section 11, Township 30 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, being part of the space East of Lot A Hamilton's Fifth Addition to the City of Fort Wayne, described as follows, to wit:

Beginning at the Southeast corner of Lot A Hamilton's Fifth Addition, thence North along the East line of the said Lot A Hamilton's Fifth Addition, a distance of 320.083 feet to the South right-of-way line of the Wabash Railroad Company; thence East along the said South right-of-way line of the Wabash Railroad Company, a distance of 72 feet; thence South parallel to the aforesaid East line of Lot A Hamilton's Fifth Addition a distance of 320.083 feet to the North line of Murray Street; thence West along the said North line of Murray Street, a distance of 72 feet to the place of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT to encumbrances of record.

1982 NOV 29 AM 10:48
ALLEN COUNTY RECORDER
Virginia L. Young

DULY ENTERED FOR TAXATION
NOV 29 1982
Gloria J. Gaglesin
AUDITOR OF ALLEN COUNTY

IN WITNESS WHEREOF, Grantor has executed this deed this 15th day of November, 19 82

Signature _____ (SEAL)
Printed _____

Signature _____ (SEAL)
Printed Sidney W. Schuman

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS:

OFFICIAL SEAL
E SHEILA BRANT
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires DEC 14, 1985

Before me, a Notary Public in and for said County and State, personally appeared Sidney W. Schuman as Trustee of The Schuman Family Revocable Trust UAD June 23, 1976 who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of November, 19 82.

My commission expires December 14, 1985

Signature E. Sheila Brant
Printed E. Sheila Brant, Notary Public
Residing in Los Angeles County, ~~Indiana~~ California

This instrument was prepared by Marvin H. Lewis, attorney at law.

Return to: Gina S. Russ, Ryder System Inc.
P.O. Box 520816, Miami Florida 33152

Send tax statements to: Gina Russ + Haller Box

©Copyright, 1977, by Indianapolis Bar Association

INSTRUMENT Q 5621

4.00 C DY

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

72-213-15
3/2/83
H.I.

No. 5954 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Kensington Blvd. from the south property line of Columbia Avenue to the north property line of Niagara Drive with the construction of new curbs around the center islands and new walks at the corners.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne from Cumulative Capital.

Adopted, this 2nd *day of* March, 1983

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

114

72-209-12j
2/23/83
H.I.

STREET LIGHTING RESOLUTION

No. 164-83

OAKDALE DRIVE

The Board of Public Works of the City of Fort Wayne, Indiana, having been petitioned by certain property owners on Oakdale Drive, hereby deems it necessary to relight Oakdale Drive from Broadway to South Wayne Avenue, all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 18-1-6-15 and/or 19-5-24.

A maximum cost of $3.27 per lineal front foot of property shall be assessed upon real estate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at one-half (1/2) the local prime rate on this date but not lower than nine (9) percent per annum. A bond or bonds shall be issued to the contractor in payments of such work, unless the property owners pay said assessment before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne, Indiana be held responsible for any sum or sums due from said property owner or owners for said work, or for collection of the same, or for the payment of any bond or bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such lighting, or such monies as said City is by said above entitled act required to pay. All proceedings have and any work done in said lighting assessment of property, collection of assessments and issuance of bonds therefore, shall be provided for in said above entitled act and all amendments thereto and supplemental thereof.

Adopted this 23rd day of February 1983.

BOARD OF PUBLIC WORKS

Chairman

Member

Member

Attest:

Clerk

S-62-83
3/22/83

83-010684

72-208-7
2/23/83
H. I.

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 23rd day of Fehruary, 1983, hy and hetween ICON, INC., an Indiana Corporation, d/h/a CUSTOMCRAFT PLASTIC PRODUCTS, Fort Wayne, Indiana, hereinafter referred to as "OWNER," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH:

WHEREAS, the "OWNER" is constructing a new addition to the existing huilding at 8333 Clinton Park Drive, known as "CUSTOMCRAFT;" and,

WHEREAS, the "OWNER" desires to ohtain sanitary sewer services for said "CUSTOMCRAFT;" and,

WHEREAS, the "CITY" and "OWNER" have agreed to jointly construct a sewer to serve said "CUSTOMCRAFT," said sewer known as Leo Road-Clinton Park-Sanitary Sewer Extension, Resolution No. 377-1982, hereinafter referred to as "SEWER," and is described as follows:

Beginning at an existing manhole on the 36" St. Joe Interceptor Sewer, located 65± L.F. west and 55± L.F. south of the centerline intersection of Leo Road and Bequettes Run, in SE¼ of Section 7, T31N, R13E (St. Joseph Township); thence northeasterly at a distance of 230± L.F. to a point 20± L.F. to the east from the centerline Leo Road; thence northeasterly and parallel to the centerline of said road at a distance of 2275± L.F.; thence northwesterly and parallel to the centerline of Clinton Park Drive at a distance of 245± L.F.; thence northeasterly and parallel to the centerline of Clinton Park Drive at a distance of 600± L.F. and terminating there at a proposed manhole.

1983 MAY 23 PM 3:49
Virginia A. Brown
ALLEN COUNTY RECORDER

Said "SEWER" to he constructed in accordance with the plans, specifications and profiles as prepared hy the Water Pollution Control Engineering Department and on file in the Office of the Board of Public Works. Said plans, specifications and profiles are hy reference incorporated herein and made a part hereof; and,

WHEREAS, said "SEWER" will serve not only the land of the "OWNER" hut also numerous other areas; and,

WHEREAS, the cost of construction of said "SEWER" is represented to he $93,332.83, which is composed of $86,192.83 construction cost, plus $7,140.00 for engineering, and inspection costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The "CITY" shall cause said "SEWER" to he constructed and located in accordance with said plans, specifications and profiles. Upon completion, said "SEWER" shall hecome the property of "CITY" and "CITY" shall accept sewer therefrom suhject to such sewer service charges as may now or hereafter he regularly estahlished hy "CITY."

DULY ENTERED FOR TAXATION
MAY 23 1983
Gloria J. Gaeglein
AUDITOR OF ALLEN COUNTY

WPC Box

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2. COST OF CONSTRUCTION.

"CITY" and "OWNER" hereby agree to share the entire cost and expense of construction of said "SEWER," including engineering, and inspection costs on a 36% ($33,332.83) - 64% ($60,000.00) basis. "CITY" shall receive bids, award contract, supervise construction and "OWNER" shall pay to "CITY" 64% of the cost set forth herein.

3. AREA OF "OWNER".

Said "SEWER" when completed and accepted by "CITY" will serve the 5.079 Acre tract, owned by PARROTT, MICHAEL V. AND KATHRYN P., as recorded in Instrument P-6594 (81-21886) and P-6595 (81-21887), on which "CUSTOMCRAFT" is being constructed, in Sec. 7, T. 31 N., R 13 E.

4. CONNECTION CHARGES AGAINST BENEFITED AREAS.

Said "SEWER" when constructed will serve areas as shown on Exhibit "A." Service from said "SEWER" shall be Local Area - Representing all properties contiguous and within 200 feet of the above described "SEWER."

LOCAL AREAS:

Tracts lying within 200 feet of the said "SEWER" as described herein and being parts of Section 7, Township 31 North, Range 13 East.

In the event any present or future owner of said described local areas shall at any time within 15 years after the date of this Contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of a lateral or local line to service such local areas, "CITY," through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said local areas pay "CITY," in addition to the cost of standard tap-in and inspection fees, the sum of $0.0780143 per square foot of area within said tract for Local Charge for all areas served by each such connection and use, which represents the pro rata share of the cost of the extension of said "SEWER" to serve local area. Schedule "A," which provides a breakdown of cost, and Exhibit "A" shows the properties in the local area subject to charge for construction and use of "SEWER" are attached.

The amount so collected by "CITY" shall be distributed as follows:

(a) - 36% retained by "CITY" and deposited with Fort Wayne Sewerage Utility;

(b) - 64% paid to "OWNER" after it has been collected.

All fees collected by "CITY" shall be shared with "OWNER" during the term of this agreement or until the "OWNER'S" pro rata share has been retired, i.e. $60,000.00 - (64% x $10,923.55) = $53,008.93 and the amount due the "CITY" from the "OWNER'S" tract of 3.2± Acres, i.e. 36% x $10,923.55 = $3,932.48 being waived by the "CITY."

The "CITY" hereby excludes the local area from any and all adopted area connection fees for the term of this agreement.

5. BOND.

This agreement is subject to "CITY'S" contractor furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said by "CITY."

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6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewer only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewerage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

"OWNER," for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce CITY to execute and ratify this Agreement, said "OWNER," for himself, his successors and assigns, agrees by this Agreement to vest in "CITY" the permanent right at its discretion to annex to the CITY OF FORT WAYNE at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY," of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

8. COUNCILMANIC APPROVAL.

It is understood and agreed that this Agreement is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this Contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

16

"OWNER"

ICON, INC.
d/b/a CUSTOMCRAFT PLASTIC PRODUCTS

_____
President

_____
Secretary

"CITY"

CITY OF FORT WAYNE, INDIANA

BY: _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

BY: _____
STEPHEN A. BAILEY, CHAIRMAN

BY: _____
ROBERTA ANDERSON STATEN, MEMBER

BY: _____
BETTY R. COLLINS, MEMBER

ATTEST:

_____
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

16

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 22nd day of February, 1983, personally appeared the within named Michael V. Parrott and _____ who being by me first duly sworn upon their oath, say that they are the President and Secretary, respectively, of ICON, INC., d/b/a CUSTOMCRAFT PLASTIC PRODUCTS, and as such, duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of ICON, INC. d/b/a CUSTOMCRAFT PLASTIC PRODUCTS, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 22nd day of February, 1983.

Julia A. Zielazny
NOTARY PUBLIC
A RESIDENT OF ~~ALLEN~~ Whitley COUNTY, INDIANA

My Commission Expires:

March 31, 1983

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 23rd day of February, 1983, personally appeared the within named WIN MOSES, JR., MAYOR of the CITY OF FORT WAYNE; STEPHEN A. BAILEY, ~~ROBERTA ANDERSON STATEN~~, and BETTY R. COLLINS, members of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, and SANDRA E. KENNEDY, Clerk of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, to me personally known, who being by me duly sworn said that they are respectively the MAYOR of the CITY OF FORT WAYNE, the Members and Clerk of the BOARD OF PUBLIC WORKS of the CITY OF FORT WAYNE, INDIANA, and that they signed said instrument on behalf of the CITY OF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said CITY for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 23 day of February, 1983.

Sharon J. Helmsing
NOTARY PUBLIC
A RESIDENT OF ALLEN COUNTY, INDIANA

My Commission Expires:

SHARON J. HELMSING, Notary Public
~~Resident of Allen County~~
My Commission Expires July 6, 1986

This Instrument prepared by:
C. Duane Embury, P.E.
Chief Water Pollution Control Engineer

WR2
JOB S

16

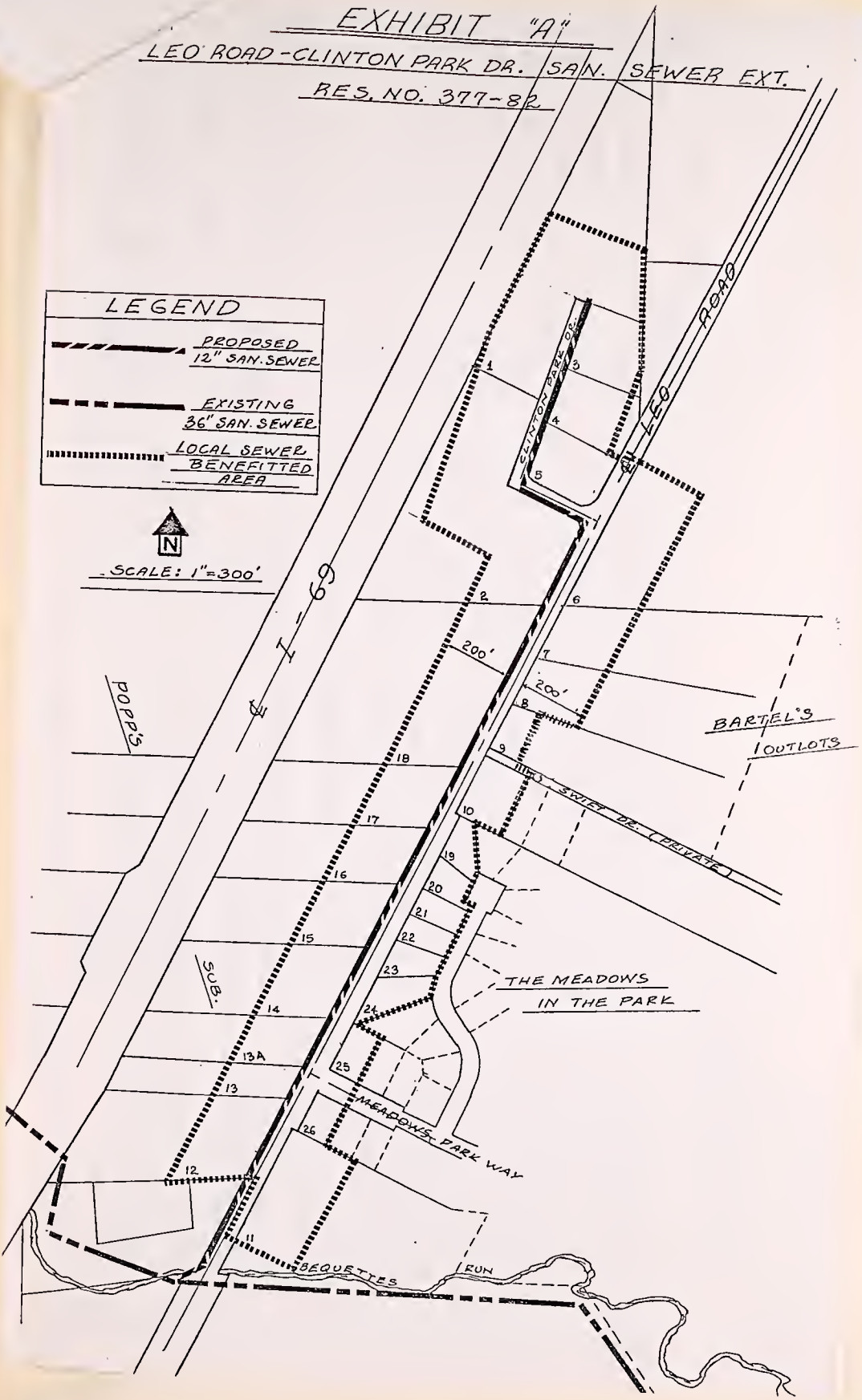
EXHIBIT "A"
LEO ROAD - CLINTON PARK DR. SAN. SEWER EXT.
RES. NO. 377-82
LEGEND
PROPOSED 12" SAN. SEWER
EXISTING 36" SAN. SEWER
LOCAL SEWER BENEFITTED AREA
N
SCALE: 1"=300'
℄ I-69
LEO ROAD
CLINTON PARK DR.
POPP'S
SUB.
200'
200'
BARTEL'S OUTLOTS
SWEET DR. (PRIVATE)
THE MEADOWS IN THE PARK
MEADOWS PARK WAY
BEQUETTES RUN
1
2
3
4
5
6
7
8
9
10
11
12
13
13A
14
15
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26

16

PARCEL NO.	PROPERTY OWNER	DESCRIPTION (ALL IN SECTION 7, T31N, R13E)	INSTRUMENT NO.	ASSESSMENT AREA	TAP IN FEE @ $0.0780143/S.F.	PERMIT COST	TOTAL TAP IN FEE	TO OWNER (64%xCol.6)
14	Goode, Leonard E. & Emily L.	Lot #2 of Popp's Subd. Except Part West of I-69	80-5931	46,360	3,616.74	35.00	3,651.74	2,314.72
15	Boharic, Donald L. & Rosemary	Lot #3 of Popp's Subd. Except Part West of I-69	D.B. 705 p 86	41,960	3,273.48	35.00	3,308.48	2,095.03
16	Niles, Henry & Mildred M.	Lot #4 of Popp's Subd.	78-3241	38,560	3,008.23	35.00	3,043.23	1,925.27
17	Decker, Mark G. & Susan D.	Lot #5 of Popp's Subd. Except Part West of I-69	78-37616	39,160	3,055.04	35.00	3,090.04	1,955.23
18	Decker, Mark G. & Susan D.	Lot #6 of Popp's Subd. Except Part West of I-69	78-37616	105,440	8,225.83	35.00	8,260.83	5,264.53
19	Interrad Developement Corp.	Lot #106 of the Meadows in the Park	79-08304	12,350	963.48	0.00	963.48	616.63
20	Interrad Developement Corp.	Lot #107 of the Meadows in the Park	79-08304	11,510	897.94	0.00	897.94	574.68
21	Interrad Developement Corp.	Lot #108 of the Meadows in the Park	79-08304	10,400	811.35	0.00	811.35	519.26
22	Interrad Developement Corp.	Lot #109 of the Meadows in the Park	79-08304	9,445	736.85	0.00	736.85	471.58
23	Interrad Developement Corp.	Lot #110 of the Meadows in the Park	79-08304	11,535	899.89	35.00	934.89	575.93
24	Interrad Devlopement Corp.	Lot #111 of the Meadows in the Park	79-08304	21,245	1,657.41	0.00	1,657.41	1,060.74
25	Interrad Developement Corp.	Lot #118 of the Meadows in the Park	79-08304	12,600	982.98	0.00	982.98	629.11
26	Interrad Developement Corp.	Lot #1 of the Meadows in the Park	79-08304	11,700	912.77	0.00	912.77	584.17
27	City of Fort Wayne	NA			1,496.60** BRC MB	--	--	957.81
	TOTALS			1,177,172 sq. ft.	$93,332.83	$805.00	$94,137.83	$59,733.01

*Tap in fee waived per agreement
**Cost to the City of Fort Wayne to Balance

WPC1/JOB B

LEO ROAD - CLINTON PARK DRIVE SANITARY SEWER EXTENSION "SCHEDULE A"

PARCEL NO.	PROPERTY OWNER	DESCRIPTION (ALL IN SECTION 7, T31N, R13E)	INSTRUMENT NO.	ASSESSMENT AREA	TAP IN FEE @ $0.0780143/S.F.	PERMIT COST	TOTAL TAP IN FEE	REIMBURSABLE TO OWNER (64%xCol.6)
1	Parrott, Michael V. & Kathryn E.	North 9.53 acres of tract E. of Interstate 69 and North of the South 5.79 acres West of 427 (Leo Rd.)	81-23240	140,020	$10,923.55*	$105.00	$11,028.55	$6,991.08
2	Larimore, John R. & Joan	South 5.79 acres of tract between I-69 & Leo Rd.	D.B. 707 p 195	170,195	13,277.64	105.00	13,382.64	8,497.69
3	Howard Properties, Inc.	1 acre ± tract - 225 ft. east of I-69 & 1083 ft. northeast of the east-west section center	76-21924	40,434	3,154.43	35.00	3,189.43	2,018.84
4	Federspiel, Ann, Trustee	1.05 acres between Clinton Park Dr. and Leo Road	80-14525	36,030	2,810.86	35.00	2,845.86	1,798.95
5	Bell, Norman	1.04 acres between Clinton Park Dr. and Leo Road	78-10854	45,300	3,534.05	35.00	3,569.05	2,261.79
6	Bruggeman, Patric J. & J. A.	N.E. ¼ Section East of Leo Road	79-15590	86,000	6,709.23	35.00	6,744.23	4,293.91
7	Baker, Lessel & Hellen	Lot #6 of Bartel's Outlots	X-217	35,585	2,776.14	35.00	2,811.14	1,776.73
8	Barker, David L. & Patricia K.	Lot #5 of Bartel's Outlots	77-4636	34,565	2,696.56	35.00	2,731.56	1,725.80
9	Zigler, Gerald E. & Eleanore S.	West 96 ft. of Lot #4 of Bartell's Outlots	79-13032	15,443	1,204.77	35.00	1,239.77	771.06
10	Miller, Donald S.	181.5 ft. x 240 ft. - East of Leo Road & South of lane	74-10892	21,795	1,700.32	35.00	1,735.32	1,088.21
11	Bruggeman, Patric J. & J. A.	North part of Richardsville Reserve & Part of S.E. ¼ of Section 7, Except Parts Sold	79-15590	74,000	5,773.06	0.00	5,773.06	3,694.76
12	Old Fort Supply Co.	North 208.23 ft. of the South 1292.54 ft. of the 552.2 ft. between I-69 & Leo Road	78-40324	53,000	4,134.76	35.00	4,169.76	2,646.24
13	Barnes, Dennis R. & Cathy A.	South 105.7 ft. of Lot #1 of Popp's Subd. Except part West of I-69	83-5002	21,140	1,649.22	35.00	1,684.22	1,055.49
13A	Cormany, Edward O. & Christine	North 157 ft. of Lot #1 of Popp's Subd. Except Part West I-69	78-17030	31,400	2,449.65	35.00	2,484.65	1,567.77

RE-PAYMENT AGREEMENT

THIS AGREEMENT dated this 22 day of Febuary, 1983, between the CITY OF FORT WAYNE, INDIANA, by and through its Department of Economic Development ("City"), and ICON, INC. ("ICON").

WHEREAS, the City has applied to the State of Indiana, Industrial Development Fund, for a loan of Sixty Thousand Dollars ($60,000.00) for a Ten (10) year term at Five Per Cent (5%) interest;

WHEREAS, the Common Council of the City has adopted a Resolution authorizing the City to use the loan proceeds to extend the sanitary sewer line approximately Three Thousand (3,000) feet to ICON'S Customcraft Division at 8333 North Clinton Park Drive;

WHEREAS, ICON desires to expand its Plastics Division, add a Twenty Thousand (20,000) square foot structure, and create Twenty-Three (23) new full time jobs; and

WHEREAS, the sanitary sewer line is necessary for ICON to complete its expansion.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties, the parties hereto agree as follows:

1. The City shall use the Sixty Thousand Dollars ($60,000.00) referred to above to extend the sanitary sewer line to ICON'S property at 8333 North Clinton Park Drive, Fort Wayne, Indiana.

2. ICON agrees that it will pay to the City, for re-payment to the State of Indiana, Industrial Development Fund, the sum of Sixty Thousand Dollars ($60,000.00) at Five Per Cent (5%) interest over a Ten (10) year term, said payments to be in the amounts

and on the dates indicated in the attached Schedule of Payments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF FORT WAYNE, INDIANA
Department of Economic Development

BY: _____
Karl I. Bandemer, Director

ICON, INC.

BY: _____
Michael Barrott

Customcraft

REPAYMENT SCHEDULE

YEAR	PRINCIPLE	PRINCIPLE PAYMENT	INTEREST PAYMENT	TOTAL	DATE DUE
1	$60,000	$6,000	$3,000	$9,000	January 1, 1984
2	54,000	6,000	2,700	8,700	January 1, 1985
3	48,000	6,000	2,400	8,400	January 1, 1986
4	42,000	6,000	2,100	8,100	January 1, 1987
5	36,000	6,000	1,800	7,800	January 1, 1988
6	30,000	6,000	1,500	7,500	January 1, 1989
7	24,000	6,000	1,200	7,200	January 1, 1990
8	18,000	6,000	900	6,900	January 1, 1991
9	12,000	6,000	600	6,600	January 1, 1992
10	6,000	6,000	300	6,300	January 1, 1993

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

72-206-13
2/14/83

No. 5967 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, and drive approaches where needed within the limits of the following streets:

GREATER McMILLEN, I - Abbott, From Pontiac to Manford

Queen, From Pontiac to Manford

PONTIAC PLACE, I - Alexander, From Pontiac to Colerick

Plaza, From Pontiac to Colerick; SW Corner Euclid & Drexel

ALTERNATE I - McKee, From Alexander to Central

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 16th *day of* February

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

83-005554 73-206-10
2/16/83

DEED

The City of Fort Wayne, by and through its Board of Public Works, releases and quit claims unto the Board of Park Commissioners of the City of Fort Wayne, the following described real estate located in Allen County, Indiana, to-wit:

See Attached Exhibit "A" for legal description

Dated this 16th day of Feb., 1983.

BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE

BY: STEPHEN BAILEY

BY: ROBERTA ANDERSON STATEN

BY: BETTY COLLINS

APPROVED:

WINFIELD C. MOSES, MAYOR

DULY ENTERED FOR TAXATION
MAR 24 1983
AUDITOR OF ALLEN COUNTY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 16th day of February, 1983.

Notary Public

Resident of Allen County

My Commission Expires:

3-5-84

SANDRA E. KENNEDY, Notary Public
Resident of Allen County
My Commission Expires March 5, 1984

This instrument approved as to form and legality and prepared by RICHARD I. SNOUFFER, Associate City Attorney.

18

EXHIBIT "A"

Part of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East in Allen County, Indiana, described as follows, to-wit: Beginning at a point on the East line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East, said point being Eight Hundred Thirty-two (832.0) feet North of the Southeast corner of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East; thence North along the said East line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East, Three Hundred Ninety-two (392.0) feet; thence North Sixty-nine (69) degrees and Thirty (30) minutes West, Fifty-seven (57.0) feet; thence South Forty-six (46) degrees West One Hundred (100.00) feet; thence South Twenty-one (21) degrees West Sixty-five (65.0) feet; thence South One Hundred Ninety-five (195.0) feet parallel to the aforementioned East line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East; thence South Seventeen (17) degrees and Thirty (30) minutes East, Ninety-three (93.0) feet; thence East One Hundred Twenty-five (125.0) feet parallel to the South line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East to the point of beginning, containing One and Twenty-five hundredths (1/25) acres of land, more or less; Excepting

Part of Block "A" in Maplewood Park, Section III, a subdivision in the Northwest quarter of Section 27, Township 31 North, Range 13 East, more particularly described as follows, to wit:

Beginning at the Northeast corner of said Block "A"; thence Northwesterly, on and along the North line of said Block "A", 57.0 feet to the Northwest corner thereof, being also the Northeast corner of Lot #111 in said subdivision; thence Southwesterly, by an interior angle of 122°-17', on and along the Westerly line of said Block "A", being also the Easterly line of said Lot #111, a distance of 100.0 feet to the Southeast corner of said Lot #111; thence Southeasterly, by an interior angle of 56°-22', a distance of 135.1 feet to the East line of said Block "A", at a point situated 85.0 feet South of the Northeast corner thereof; thence North, by an interior angle of 74°-30', on and along said East line, 85.0 feet to the point of beginning, containing 0.182 acres of land.

EMERGENCY SEWER RESOLUTION NO. 12-204-1

WHEREAS, The Director of Water Resources reported to the Board of Public Works that cavities existed over an existing 42"brick sewer at the southwest corner of Wayne and Calhoun Streets' intersection, and,

WHEREAS, the Director of Water Resources has determined immediate repairs of said cavities should be completed due to the fact that there are numerous public utilities within the area, and it is necessary to protect the safety and welfare of the community, and,

THEREFORE, The Board of Public Works hereby declares that an immediate emergency does exist to repair said cavities and directs the following actions to be taken with funds to be provided for by the Sewer Utility.

1. The Director of Water Resources is to obtain firm quotations to repair said cavities.
2. The Purchasing Department issue a confirming purchase order to the contractor selected by the Board of Public Works.

APPROVED this 15th day of February, 1983.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk of the
Board of Public Works

Proposals:

Bercot, Inc.	$9,250.00
John Oehner, Inc.	$8,900.00
T-G Excavating	$9,500.00

NOTICE OF WATER MAIN EXTENSION 83-003602

CONTRACT NO. 81-XP-2 WORK ORDER NO. 63518 BOARD ORDER NO. 85-81
72-202-12
2/10/83

TO WHOM IT MAY CONCERN

WHEREAS, the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, acting by and through the Mayor and the BOARD OF PUBLIC WORKS, has extended Water Main as follows:

On Indianapolis Road from an existing 24" water main 755± feet north of Dalman Road, thence northward 2509± feet to an existing 16" water main on McArthur Drive; and

WHEREAS, said water main extension abutts or affects the following described property, to-wit:

The East and West side of and adjacent to Indianapolis Road (State Road #3) from a point 755 feet north of Dalman Road, northward 1170 feet.

1983 FEB 25 PM 2:28
ALLEN COUNTY RECORDER

NOTICE IS, THEREFORE, hereby given that in the event the owner of any of the above described property should, in the future, desire to have a service connection tap made into this water main within 15 years of the date of recording this "NOTICE," the said owner shall apply to the WATER UTILITY for a permit to tap the above said water main and shall be required to pay to said WATER UTILITY, his share of the installation cost in addition to the regular tapping fee, which share shall be $7.56 for each foot of frontage served by said main for the property described above, as owned by said applicant, where such property is residential type use and $8.33 for each foot of frontage for all other types of use. The above cost for each foot of frontage of property shall be chargeable to the respective property from the date of filing of this NOTICE, and said cost is based on the cost of installing a six inch (6") or eight inch (8") water main, respectively. Monies so collected shall be retained by the UTILITY as partial reimbursement of the costs advanced by the UTILITY for the construction of said water main.

Said water main, connections and fittings, hereinreferred to, are a part of the water works system of the said UTILITY of said City, and all rights, title and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.

February 10, 1983
Date

FORT WAYNE WATER UTILITY

By: _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

By: _____
STEPHEN A. BAILEY, CHAIRMAN

By: _____
ROBERTA ANDERSON STATEN, MEMBER

By: _____
BETTY R. COLLINS, MEMBER

ATTEST:

_____
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM & LEGALITY:

_____
ASSOCIATE CITY ATTORNEY ATTORNEY

Prepared by:
Terry L. Atherton, P. E.
Chief Water Engineer

Elsewhere Water Engr 7168

50 W

20

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 10th day of February, 1983, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; STEPHEN A. BAILEY, ~~ROBERTA ANDERSON STATEN~~, and BETTY R. COLLINS, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sharon J. Helmsing

NOTARY PUBLIC
A Resident of Allen County, Indiana

My Commission Expires:

SHARON J. HELMSING, Notary Public
Resident of Allen County
~~My Commission Expires~~ July 6, 1983

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Form 1959

Improvement Resolution

FOR CURB AND SIDEWALK

H. I.

72-201-7
2/10/83

No. 5966 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs and sidewalks where needed within the limits of the following streets:

HANNA-CREICHTON VII (1): BOWSER - From Creighton to Pontiac; HOLTON - From Creighton to Pontiac; ALTERNATE I - WOODBINE - From Bowser to Holton

ALTERNATE II - REED - From Pontiac to Creighton

OXFORD VIII (1): BOWSER - From Pontiac to McKee; HOLTON - From Pontiac to McKee; OLIVER - From Pontiac to McKee;

ALTERNATE III - COLERICK - From Cay to Smith

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid By Community Development & Planning.

Adopted, this 10 *day of* February

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Barry R. Collins

4

72-192-30
1-26-83
83-001010

GRANT OF EASEMENT FOR WATER MAIN

THIS INDENTURE WITNESSETH, that We, COOK ROAD INDUSTRIAL INVESTORS, INC., Contract Buyers, and SAM W. FLETCHER, JACK W. SCHREY and FRED MAROLF, Contract Sellers, in consideration of ONE ($1.00) DOLLAR, and other good and favorable considerations, the receipt whereof grantors hereby acknowledge, hereby give, grant and convey, but without warranty to the CITY OF

NOTICE OF WATER MAIN EXTENSION

CONTRACT NO. 82-06

WORK ORDER NO. 63580

83-001792

BOARD ORDER NO. 116-82

TO WHOM IT MAY CONCERN

WHEREAS, the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, acting by and through the Mayor and the BOARD OF PUBLIC WORKS, has extended Water Main as follows:

On Trier Road from a point 683± feet East of Temberton Way, eastward to a point 93± feet West of Casa Grande Drive.

WHEREAS, said water main extension abutts or affects the following described property, to-wit:

Lot Number 1 and the East 63 feet of Lot Number 2, Kloepper's Addition; also, Lots Numbered 1 and 2, Witt-Mar Addition; also on the South side of and adjacent to Trier Road, from the East line of Witt-Mar Addition to the West line of Casa Grande Place; also on the North side of and adjacent to Trier Road from the East line of Windswept, Section II, Eastward to the West line, project Northward, of Casa Grande Place.

Notice is, therefore, hereby given that in the event the owner of any of the above described property, or any part or parts thereof, should, in the future, desire to have a service connection tap made into this water main within 15 years of the date of recording this "NOTICE," the said owner shall apply to the WATER UTILITY for a permit to tap the above said water main and shall be required to pay to said WATER UTILITY, his share of the installation cost in addition to the regular tapping fee, which share shall be $8.67 for each foot of frontage served by said main, as owned by said applicant. The above cost for each foot of frontage of property shall be chargeable to the respective property from the date of filing of this NOTICE, and said cost is based on the cost of installing a six inch (6") water main. Monies so collected shall be retained by the UTILITY as partial reimbursement of the costs advanced by the UTILITY for the construction of said water main.

Said water main, connections and fittings, hereinreferred to, are a part of the water works system of the said UTILITY of said City, and all rights, title and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.

January 26, 1983
Date

FORT WAYNE WATER UTILITY

By: _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

By: _____
STEPHEN A. BAILEY, CHAIRMAN

By: _____
ROBERTA ANDERSON STATEN, MEMBER

By: _____
BETTY R. COLLINS, MEMBER

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY CITY ATTORNEY

Prepared by: Terry L. Atherton, P. E.
Chief Water Engineer

1983 JAN 31 AM 10 42
ALLEN COUNTY RECORDER

Elsewhere Water Engr 7168

Engr 7168

22

72-192-30
1-26-83
83-001010

GRANT OF EASEMENT FOR WATER MAIN

THIS INDENTURE WITNESSETH, that We, COOK ROAD INDUSTRIAL INVESTORS, INC., Contract Buyers, and SAM W. FLETCHER, JACK W. SCHREY and FRED MAROLF, Contract Sellers, in consideration of ONE ($1.00) DOLLAR, and other good and favorable considerations, the receipt whereof grantors hereby acknowledge, hereby give, grant and convey, but without warranty to the CITY OF

Page Two

Notice of Water Main Extension
Contract No. 82-06

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 26th day of January, 1983, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sharon J. Helmsing
Notary Public
A Resident of Allen County, Indiana

My Commission Expires:
SHARON J. HELMSING, Notary Public
~~Resident of Allen County~~
My Commission Expires July 6, 1986

7168 Ridge Engrs.

22

72-192-30
1-26-83
83-001010

GRANT OF EASEMENT FOR WATER MAIN

THIS INDENTURE WITNESSETH, that We, COOK ROAD INDUSTRIAL INVESTORS, INC., Contract Buyers, and SAM W. FLETCHER, JACK W. SCHREY and FRED MAROLF, Contract Sellers, in consideration of ONE ($1.00) DOLLAR, and other good and favorable considerations, the receipt whereof grantors hereby acknowledge, hereby give, grant and convey, but without warranty to the CITY OF FORT WAYNE, an Indiana Municipal Corporation of Allen County in the State of Indiana, its successors and assigns, a right-of-way and easement to construct, maintain and operate a line of pipe sixteen (16) inches in diameter, with all necessary appurtenances for the transportation and carrying of water, under, in, and along said easement, which is more particularly described as follows, to-wit:

A 25 foot permanent easement being a part of the East Half of the West Half of the Northeast quarter of Section 16, Township 31 North, Range 12 East (St. Joseph Township), Allen County, Indiana, and bounded and described as follows:

A 25 foot permanent easement lying 9 feet East of and 16 feet West of the following described line: Commencing at the Southwest corner of the East Half of the West Half of said Northeast quarter, thence North 89 degrees, 59 minutes East along the South line of said Northeast quarter 31 feet to the point of beginning of this description, thence North 0 degrees, 16 minutes West and parallel to the West line of the East Half of the West Half of said Northeast quarter 1,561 feet to the point of terminus.

1983 JAN 18 PM 1:50
ALLEN COUNTY RECORDER
Virginia A. Brown

Grantee may at any time enter upon said premises for the repairing, maintaining and/or relaying said water main subject to the following:

1. The said pipe line shall be installed and maintained within said easement, and at a depth of not less than four (4) feet below the surface of the ground as of the date of this Grant of Easement.

2. The easement area used for construction, maintenance and/or operation shall be restored to a condition mutually acceptable to the Grantee and the Grantor.

3. Grantor reserves all rights to the use of the property not inconsistent with the use of the easement for the purpose of which it is granted.

4. Grantor reserves the right to dedicate the above described real estate, or any part thereof, for use as a public street or roadway.

We, the undersigned, hereby swear there is no Indiana Gross Income Tax due as a result of this conveyance.

COOK ROAD INDUSTRIAL INVESTORS, INC.
(CONTRACT BUYER)

By: S. Fletcher Moppert
FLETCHER MOPPERT, PRESIDENT

By: Barry Sturges
BARRY STURGES, SECRETARY-TREASURER

DULY ENTERED FOR TAXATION
JAN 18 1983
Gloria J. Gaglein
AUDITOR OF ALLEN COUNTY

Elkhart Water Engin. 7168

22

CONTRACT SELLERS:

Sam W. Fletcher
SAM W. FLETCHER

Jack W. Schrey
JACK W. SCHREY

Fred Marolf
FRED MAROLF

Prepared by:

James C. Bradley, L. S.
Fort Wayne Water Utility

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 14th day of January, 1983, personally appeared the within named FLETCHER MOPPERT and BARRY STURGES, who being by me first duly sworn upon their oaths say that they are the President and Secretary-Treasurer respectively, of COOK ROAD INDUSTRIAL INVESTORS, INC., Contract Buyer, and as such duly authorized to execute the foregoing instrument and the same as the voluntary act and deed of COOK ROAD INDUSTRIAL INVESTORS, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sylvia L. Davis
SYLVIA L. DAVIS
Notary Public
A Resident of Allen County, Indiana

My Commission Expires:
7/21/85

ACKNOWLEDGMENT

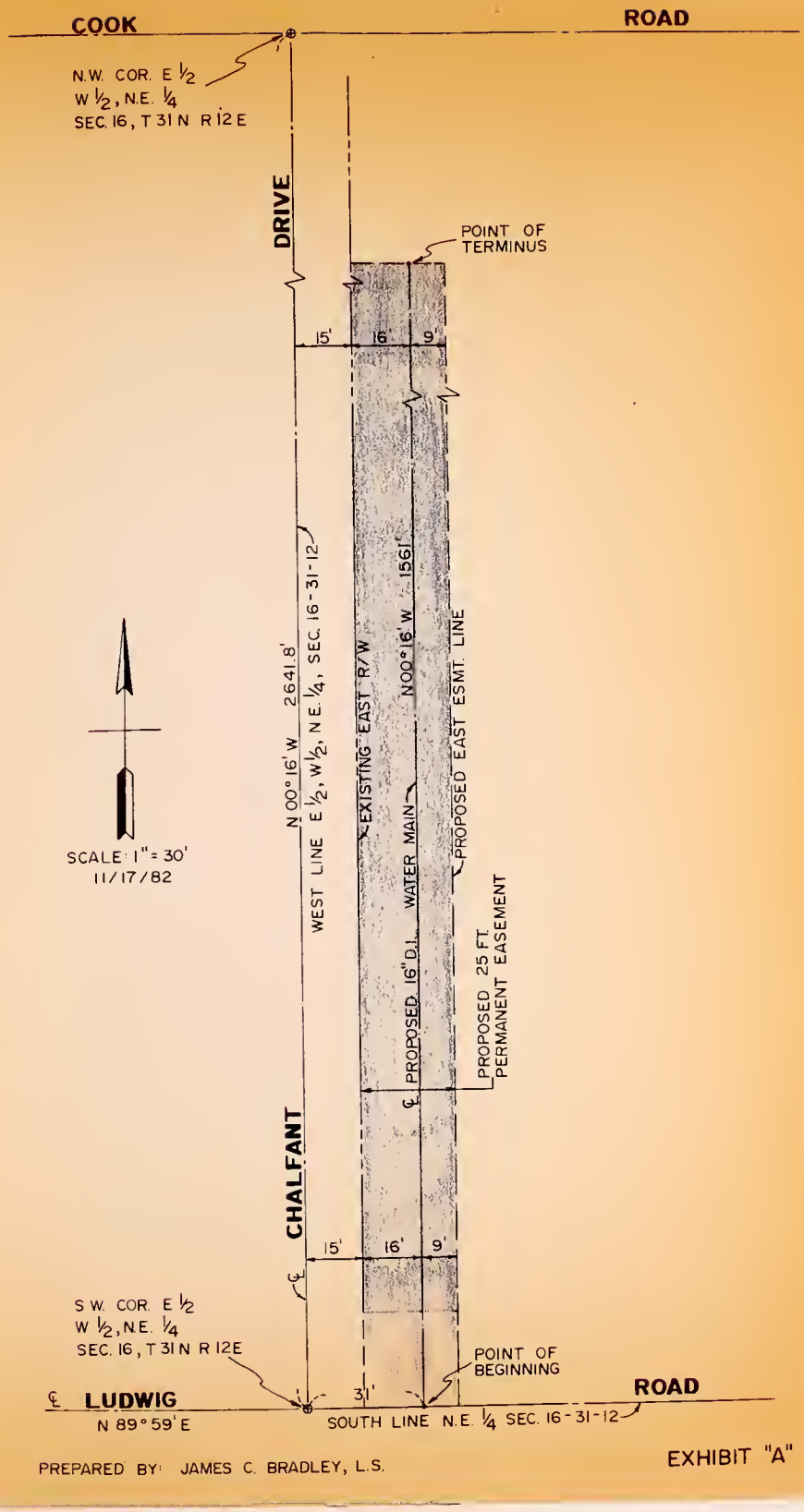
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 14th day of January, 19 83, personally appeared the within named SAM W. FLETCHER, JACK W. SCHREY and FRED MAROLF, Contract Sellers, and acknowledged the foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sylvia L. Davis
SYLVIA L. DAVIS
Notary Public
A Resident of Allen County, Indiana

My Commission Expires:
7/21/85


COOK
ROAD
N.W. COR. E ½ W ½, N.E. ¼ SEC. 16, T 31 N R 12 E
DRIVE
POINT OF TERMINUS
15'
16'
9'
N 00°16' W 2641.8'
WEST LINE E ½, W ½, N.E. ¼, SEC. 16-31-12
EXISTING EAST R/W
N00°16' W 1561'
PROPOSED EAST ESMT. LINE
PROPOSED 16" D.I. WATER MAIN
PROPOSED 25 FT. PERMANENT EASEMENT
SCALE: 1" = 30'
11/17/82
CHALFANT
15'
16'
9'
S W. COR. E ½ W ½, N.E. ¼ SEC. 16, T 31 N R 12E
POINT OF BEGINNING
31'
LUDWIG
ROAD
N 89°59' E
SOUTH LINE N.E. ¼ SEC. 16-31-12
PREPARED BY: JAMES C. BRADLEY, L.S.
EXHIBIT "A"

22

AGREEMENT Revised Jan. 11, 1983

72-185-21
1/19/83
M.I.

THIS AGREEMENT, made and entered this 8TH day of FEBRUARY, 1983, into by and between the State of Indiana, through the Indiana Department of Highways, hereinafter referred to as the "STATE", and the Local Public Agency, Fort Wayne hereinafter referred to as the "LPA".

WITNESSETH

WHEREAS, the LPA desires to participate in the preliminary engineering on the following project using Federal Aid funds allocated and available to the STATE, namely Project No. M-F312(1) providing for the improvement of Crescent Avenue from Coliseum Blvd. (US 30) to the intersection of Crescent-Vance. Anthony intersection, as well as the improvement of the intersection.

WHEREAS, the STATE is willing for the LPA to participate in the preliminary engineering on this project, subject to approval of the Federal Highway Administration.

NOW THEREFORE, in consideration of the mutual convenants, herein contained, the parties hereto mutually covenant and agree as follows:

1. The LPA will comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and the Federal Highway Administration relative to the project.

2. The LPA is responsible for the preliminary engineering, performed by it's own forces and/or by consultant. The LPA's procedures for selection of consultants will be in accordance with applicable Federal Highway Administration requirements and the LPA's approved Procedures for Selection of Consultants. Further, proposed agreements will be submitted for Indiana Department of Highways and Federal Highway Administration approval prior to execution.

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3. All work performed under this Agreement will be subject to review and approval of the Indiana Department of Highways and the Federal Highway Administration.

4. In the event that acquisition of additional right-of-way is required for this project the LPA agrees to comply with right-of-way acquisition and relocation policies and procedures as follows:

(a). If right-of-way costs are to be programmed for Federal Aid the LPA agrees to comply with all Federal and State laws, rules, and regulations including Volume 7 of the Federal Aid Highway Program Manual and PL 91-646, the Uniform Relocation Assistance Real Property Acquistion Policies Act (84 Stat. 1894).

(b). If right-of-way costs are not to be programmed for Federal Aid the LPA agrees to comply with (1) All State rules and and regulations, (2) Title III of PL 91-646, as amended by PL-93-643, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (84 Stat. 1894) in the acquisition of right-of-way, and (3) Titl II of said Act and Volume 7, Chapter 5 of the Federal Aid Highway Program Manual in the relocation of individuals, families, businesses, farm operations, etc., if any are involved.

5. The LPA's share of the cost for preliminary engineering will be the total amount of the entire cost incurred by the LPA less the amount contributed by the Federal government through Federal Aid. The Federal share of all eligible costs is 75% for Urban Funds funds, or such other amount as may be allowed and provided by law.

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If for any reason the STATE is required to repay to the Federal Highway Administration the sum or sums of Federal funds paid to the LPA through the STATE under the terms of this Agreement, then the LPA will repay to the STATE such sum or sums upon receipt of a billing from the STATE.

Payment for any and all costs incurred by the LPA which are not eligible for Federal funding will be the sole obligation of the LPA.

6. The LPA will receive payment of the Federal contribution, through Federal Aid, for the eligible costs incurred under this Agreement as follows:

   a. The LPA will submit invoices to the STATE not more often than once per month during the progress of the work, for payment on account for the work completed during the period in question.

   b. When submitting invoices for right-of-way the LPA will furnish evidence showing that the LPA has made payment for all costs for which reimbursement is being invoiced.

   c. Upon approval of invoices by the STATE, the STATE will request Federal Aid funds from the Federal Highway Administration for the amount of the subject invoice claim.

   d. Upon receipt of Federal Aid funds, the STATE will make payment to the LPA, less 10% which will be retained until final payment.

   e. Prior to final payment pursuant to this contract, a final audit of the LPA records will be made by the STATE, and upon approval thereof by the STATE, then final payment will be made in accordance with the procedure set out above.

Obligation of Federal Aid funds extends only to project costs incurred by the LPA after the Indiana Department of Highways authorization to proceed with the project.

7. The LPA and its subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment by the Federal Highway Administration to the LPA through the STATE under the contract, for inspection by the STATE, Federal Highway Administration or any other authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

8. The LPA agrees to hold harmless and indemnify the State of Indiana, the Indiana Department of Highways and the Federal Highway Administration from any and all liability for any act or omission committed, suffered to be committed, or omitted to be done, by any office, agent, employee, servant or contractor of the LPA under this agreement.

9. Insofar as authorized by law, this Agreement shall be binding upon the parties hereto their successors or assigns.

23

IN WITNESS WHEREOF The State of Indiana and the LPA, through their undersigned respective officials, have hereunto affixed their signatures.

Clerk-Treasurer or County Auditor

ATTEST:

Sandra E Kennedy
Signature

SANDRA E. KENNEDY
(Print or type name and Title)
CLERK - Bd. of Works

Mayor, with (Board of Public Works)
with (Town Board)
or (County Commissioners)

Signature

Stephen A. Bailey, Chairman
Board of Public Works
(Print or type name and Title)

Signature

Roberta Anderson Staten, Member
Board of Public Works
(Print or type name and Title)

Signature

(Print or type name and Title)

Signature

(Print or type name and Title)

Approved as to legality and form

Linley E. Pearson
Attorney General of Indiana

STATE OF INDIANA

BY: INDIANA DEPARTMENT OF HIGHWAYS

Gene K. Hallock
Director

Attest: Daniel A. Novreske
Daniel A. Novreske
Deputy Director, Administration

23

A C K N O W L E D G M E N T

State of Indiana

(County) (City) (Town) of Ft Wayne

On this 19th day of January, 1983,

there appeared before me, a Notary Public in and for said (LPA)

Stephen A. Bailey, Roberta A. Staten, ____, ____,

____, and Anita Kennedy respectively,

of the Board of Public Works of City of Ft Wayne

and stated that the above agreement was signed and attested in behalf

of said LPA

WITNESS my hand and seal this 19th day of January,

1983.

Sharon J. Helmsing
Notary Public

My Commission expires ____

A C K N O W L E D G M E N T

STATE OF INDIANA

COUNTY OF MARION

On this 8th day of February, 1983

there appeared before me, a Notary Public in and for said County,

GENE K. HALLOCK, Director of the Indiana Department of

Highways, and acknowledged the execution of above agreement in behalf

of the State of Indiana

WITNESS my hand and seal this 8th day of February, 1983.

Hildreth L. Smith
Notary Public

My Commission Expires June 17, 1985

HILDRETH L. SMITH
Resident of Johnson County

Prepared by J. N. Smitherman
Jack N. Smitherman
Administrative Assistance Manager

23

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

72-179-12
1/12/83
H-I,

No. 5963 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

WOODLAND AVENUE - From the alley west of Clinton to Lafayette St.

BARR STREET - From Suttenfield to Pontiac

In addition, the following streets will be considered as Alternates to be decided on upon selection of successful bidder:

SUTTENFIELD ST. - From the alley west of Clinton to Lafayette St.

DEWALD STREET - From the alley west of Clinton to Lafayette St.

This Area shall also be known as LAREZ NEIGHBORHOOD IMPROVEMENT, PHASE I.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 12th *day of* January 1983.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

24

ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE:

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO. 5963 - 1982

Project Name: LAREZ NPI - PHASE I

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Concrete Removal	1350	S.Y.				
2.	Curb Removal	2200	L.F.				
3.	Concrete Sidewalk	3500	S.F.				
4.	Concrete Wingwalk Incl. Ramps	1100	S.F.				
5.	Concrete Curbface Walk	2350	S.F.				
6.	6" Concrete for Drives	200	S.Y.				
7.	8" Concrete for Drives & Alleys	200	S.Y.				
8.	2 Ft. Curbface Walk	400	S.F.				
9.	Concrete Curb Type III	1900	L.F.				
10.	Asphalt Patching	2525	L.F.				
11.	Seed, Mulch, Fertilizer	1000	S.Y.				
12.	Topsoil (Backfill)	210	Ton				
13.	Tree Removal	1	Ea.				
14.	New Tree (2")	1	Ea.				
15.	Adjust Casting to Grade	7	Ea.				
	SUB TOTAL						
	ALTERNATE I (DeWald)						
1.	Concrete Removal	1400	S.Y.				
2.	Curb Removal	1550	L.F.				
3.	Concrete Sidewalk	8750	S.F.				
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note:

Sheet 1 of 3

24

ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE:

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO. 5963 - 1982

Project Name: LAREZ NPI - PHASE I

ITEM NO.	Alternate I (DeWald) Continued	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
4.	Concrete Wingwalk Incl. Ramps	1000	S.F.				
5.	6" Concrete for Drive Approaches	25	S.Y.				
6.	8" Concrete for Drives & Alleys	175	S.Y.				
7.	Concrete Curb Type III	1500	L.F.				
8.	Asphalt Patching	1750	L.F.				
9.	Seed, Mulch, Fertilizer	1500	S.Y.				
10.	Topsoil (Backfill)	200	Ton				
11.	Tree Removal	8	Ea.				
12.	New Tree (2")	5	Ea.				
13.	Adjust Casting to Grade	10	Ea.				
	SUB TOTAL						
	ALTERNATE II (Suttenfield)						
1.	Concrete Removal	850	S.Y.				
2.	Curb Removal	2000	L.F.				
3.	Concrete Sidewalk	5000	S.F.				
4.	Concrete Wingwalk Incl. Ramps	1000	S.F.				
5.	6" Concrete for Drive Approaches	65	S.Y.				
6.	8" Concrete for Drives & Alleys	75	S.Y.				
7.	Concrete Curb Type III	1925	L.F.				
8.	Asphalt Patching	2000	L.F.				
9.	Seed, Mulch, Fertilizer	1000	S.Y.				
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note:

ESTIMATE OF QUANTITIES

RES. NO. 5963 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE: _____

Project Name: LAREZ NPI - PHASE I

ITEM NO.	Alternate II (Suttenfield) Continued	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
10.	Topsoil (Backfill)	175	Ton				
11.	Adjust Casting to Grade	8	Ea.				
12.	Stump Removal	2	Ea.				
	SUB TOTAL						
	ALTERNATE III						
1.	Remove & Replace Type I-C Catch Basin	2	Ea.				
	NOTE: Alternate III may be deleted from the contract and constructed on a force account using City personnel.						
	Sub Total						
	Engineering & Inspection 10% E & I						
	Total Estimated Cost						

Note:

Sheet 3 of 3

24

Form 1979

Improvement Resolution

FOR CURB AND SIDEWALK

72-178-11
1/12/83
H.F.

No. 5965 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

MELITA STREET - From Hoagland to 200 Ft. East

BASS STREET - From Fairfield to Hoagland

PRINCE STREET - From Bass to its southern terminus

HOAGLAND AVE. - From Melita to Masterson

In addition, the following streets shall be designated as Alternates to be decided upon following acceptance of successful bidder:

MASTERSON AVE. - From Fairfield to Hoagland

BRANDRIFF ST. - From Hoagland to Webster

This area shall also be known as HOAGLAND/MASTERSON, PHASE I

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 12th *day of* January 1983

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

25

ESTIMATE OF QUANTITIES

RES. NO. 5965 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE:

Project Name: HOACLAND/MASTERSON, PHASE I

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Concrete Removal	2100	S.Y.				
2.	Curb Removal	2400	L.F.				
3.	Concrete Sidewalk	14000	S.F.				
4.	Concrete Wingwalks Incl. Ramps	1750	S.F.				
5.	6" Concrete for Drives	150	S.Y.				
6.	8" Concrete for Drives	150	S.Y.				
7.	Concrete Curb Type III	1200	L.F.				
8.	8" x 12" Concrete Retaining Wall	100	L.F.				
9.	2 Ft. Concrete Curbwalk	2000	S.F.				
10.	Asphalt Patching	2500	L.F.				
11.	Seed, Mulch, Fertilizer	2500	S.Y.				
12.	Topsoil (Backfill)	350	Ton				
13.	Tree Removal	8	Ea.				
14.	Casting Type "C" Furnished & Installed	6	Ea.				
15.	Adjust Casting to Grade	5	Ea.				
	SUB TOTAL						
	ALTERNATE I (Masterson)						
1.	Concrete Removal	500	S.Y.				
2.	Curb Removal	750	L.F.				
3.	Concrete Sidewalk	4000	S.F.				
4.	Concrete Wingwalk Incl. Ramps	150	S.F.				
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note:

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ESTIMATE OF QUANTITIES

RES. NO. 5965 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE

Project Name: HOAGLAND/MASTERSON, PHASE I

ITEM NO.	ALTERNATE I (Masterson) ITEM Continued	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
5.	Concrete Curb Type III	700	L.F.				
6.	Asphalt Patching	800	L.F.				
7.	Seed, Mulch, Fertilizer	1000	S.Y.				
8.	Topsoil (Backfill)	150	Ton				
9.	Tree Removal	3	Ea.				
	SUB TOTAL						
	ALTERNATE II (Brandriff)						
1.	Concrete Removal	700	S.Y.				
2.	Curb Removal	1200	L.F.				
3.	Concrete Sidewalk	5700	S.F.				
4.	Concrete Wingwalk Incl. Ramps	400	S.F.				
5.	6" Concrete for Drives	25	S.Y.				
6.	Concrete Curb Type III	1100	L.F.				
7.	Asphalt Patching	1200	L.F.				
8.	Seed, Mulch, Fertilizer	700	S.Y.				
9.	Topsoil	150	Ton				
10.	Tree Removal	3	Ea.				
11.	Adjust Casting to Grade	2	Ea.				
	SUB TOTAL						
	Sub Total						
	Engineering & Inspection 10% E & I						
	Total Estimated Cost						

Note:

Sheet 2 of 2

2 20

72-175-1
1/6/83
H.I.

EMERGENCY RESOLUTION 72-175-1

WHEREAS, the week of December 20, 1982, a ceiling caved in at the Humane Shelter, Euthanasia Room; and

WHEREAS, the Director of Humane Shelter has determined an immediate repair of said roof is necessary; and

WHEREAS, the 8oard of Public Works hereby declares an emergency does exist to repair said roof and directed Purchasing Department to receive quotes from at least three vendors; and

WHEREAS, Purchasing Department received quotes from the following contractors: Silkworth Commercial 8uilders, $9,322.00; Wendell Construction, Inc., $8,880.00; John Carson, $9,520.00; and C8S Construction, no quote, and

NOW, THEREFORE, the 8oard of Public Works instructs the Purchasing Department to issue a purchase order to Wendell Construction for their quote of $8,800.00 to repair said roof.

Approved this 6th day of January, 1983

8OARD OF PU8LIC WORKS

ATTEST:

Clerk

Form 1050

Improvement Resolution

FOR CURB AND SIDEWALK

83-173-4
1/5/83

No. 5960 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks as follows in MEMORIAL PARK NEIGHBORHOOD, PHASE I:

GLASGOW - West side from Humphrey on north to Maumee on south

WABASH - Both sides from Humphrey on north to Maumee on south

ALTERNATE I - GRANT - Both sides from Humphrey to Maumee

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is bereby found by said Board of Public Works tbat all benefits accruing hereunder will be to tbe general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement sball be paid by Community Development & Planning.

Adopted, this 5th *day of* January 1983.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Rob Anderson
Betty R. Collins

CALHOUN FORMS

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Improvement Resolution

FOR CURB AND SIDEWALK

82-173-3 H.I. 1/5/83

No. 5964 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the limits of the following streets:

Poplar - From Miner to Fox

Walnut - From Miner to Fox

Miner - From Walnut to DeWald

and DeWald - From Broadway to Fox - as a designated Alternate to be decided upon following acceptance of successful bid.

This Area shall also be known as POPLAR NEIGHBORHOOD, PHASE I

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this 5th *day of* January, 1983.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson

Betty R. Cockrum

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72-172-16
12/29/82 H.I.

AGREEMENT

RIVERGREENWAY/FLOOD PROTECTION IMPROVEMENTS

THIS AGREEMENT, made by and between the Fort Wayne Park Board, Fort Wayne, Indiana, by its Commissioners, hereinafter referred to as "Park Board" and the Board of Public Works of the City of Fort Wayne, Indiana, hereinafter referred to as "City", WITNESSETH THAT:

WHEREAS, Park Board is constructing certain improvements along the St. Mary's River commonly referred to as the Rivergreenway which include bike/hike trails, overlooks, and other river beautification items, and

WHEREAS, in March of 1982, the City of Fort Wayne experienced severe flooding along rivers and creeks, and

WHEREAS, the City of Fort Wayne in cooperation with Allen County, State and Federal officials have prepared and adopted a Flood Protection Plan, and

WHEREAS, it is the desire of the Park Board and City to implement the Flood Protection Plan in conjunction with the Rivergreenway program, wherever possible, and

WHEREAS, the Park Board is now planning to construct a portion of the Rivergreenway Project including bike/hike trails on the north and west sides of the St. Mary's River from Main Street to Clinton Street, and

WHEREAS, the Park Board has initiated modifications to the previously designed Rivergreenway Project to incorporate flood protection facilities for certain portions of the Rivergreenway from Main to Clinton, and

WHEREAS, it is the desire of the Park Board and City to complete the construction of the flood protection facilities from Main to Clinton,

and it is the purpose of this agreement to set forth the terms and conditions for which this project will be designed and constructed.

NOW, THEREFORE, the Park Board and City for the considerations named herein, agree as follows:

1. The proposed St. Mary's River levee construction on the north and west sides of the St. Mary's River from Main Street to Clinton Street will be designed and constructed in accordance with the Flood Protection Plan as developed and adopted by the City of Fort Wayne. A preliminary breakdown of costs has been prepared by Park Board and City's engineer, Bonar & Associates, Inc., for the levee construction, hereinafter referred to as "Project". The breakdown is attached hereto and marked Exhibit 251 F and 282 C.

2. It is agreed and understood that the Park Board shall be responsible for the design (per signed agreement, July 1982) and construction of that section of the Project identified as "Parks" (251 F) plus $80,000.00 towards development of the retaining wall along the G. Diver property (included in Exhibit 282 C).

3. It is agreed and understood that the City shall pay the cost of the design, construction and inspection for the balance of that portion identified on Exhibit 282 C "Board of Works".

4. A portion of the work to be completed will be funded by the Land and Water Conservation Fund. It is necessary to fulfill the criteria for this funding, therefore, it is agreed and understood that all work on this project will be contracted by and through the Park Board with the successful contractor(s), as determined by public bid. It is further understood and agreed that the Board of Works will pay directly to the contractor, for that portion of the work identified as "Board of Works" responsibility upon submission of invoice as approved by the Engineer for payment, and, the Park Board shall likewise pay directly to the contractor for that portion of the work identified as "Park" responsibility.

5. Park Board and City shall cooperate and assist the consulting engineer, Bonar & Associates, Inc., in obtaining the required approvals from regulatory agencies for the project, including the Indiana Department of Natural Resources, and the Corps of Army Engineers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 29th day of December, 1982.

FORT WAYNE BOARD OF PARK COMMISSIONERS

FORT WAYNE BOARD OF PUBLIC WORKS

251 F - PARKS & RECREATION - QUANTITIES

ITEM	QUANTITY	ESTIMATED UNIT PRICE	EXTENSION
1. 8' TRAIL	6,500 LF	$14 /LF	$91,000
2. COMPACTED CLAY	4500 CY	18/CY	81,000
3. COMPACTED BOTTOM	2500 CY	14/CY	35,000
4. SWALE	800 LF	10/LF	8,000
5. CLEARING	L.S.		4,000
6. CONCRETE WALL-TYPE I	90 LF	165/LF	14,800
7. CONCRETE WALL-TYPE II	50 LF	75/LF	3,800
8. 330°/SY H.A.C.	400 SY	8/SY	3,200
9. 33' INLET	1 ea.	300/ea	300
10. 6" SPECIAL INLET W/90°ELL			0
11. 6" SPECIAL INLET W/45°ELL&WYE			0
12. INVERTED CROWN CASTING			0
13. BEEHIVE CASTING	1 ea	100/ea	100
14. STEEL SHEETING	260 LF	70/LF	18,200
15. 12" CSP	55 LF	15/LF	800
16. 6" PERF. UNDERDRAIN PVC			0
17. 6" PVC SCHEDULE 35			0
18. 12" FLAP GATE			0
19. 6" FLAP GATE			0
20. 4' C.L. FENCE W/BARBED WIRE			0
21. 8' C.L. FENCE W/BARBED WIRE	~150 LF	10/LF	1,500
22. RIP-RAP	25 SY	35/SY	900
23. WOOD MULCH	40 SY	10/SY	400
24. PARK BENCH	4 ea	525/ea	2,100
05. FENCE REMOVAL	LS		500
26. DEMOLITION (APTS)	L.S		10,000
27. SIGN - TYPE 2	1 ea	1500/ea	1,500
TYPE 3	17 ea	350/ea	6,000
TYPE 4	4 ea	650/ea	2,600
28. BIKE RACK	1 ea	750/ea	750
29. SWING GATES 8'H x 6'W			0
30. CANTILEVER SLIDE GATES 8'	1 ea.	1000/ea	1,000
31. 48" GATE (8'H)	1 ea	400/ea	400
32. TREE REMOVAL 6" TO 12"			0
13" TO 16"			0
33. "T3 STONE			0
34. RESTORATION	9000 SY	1/SY	9,000
BONKER & ASSOC INC		TOTAL	297,000

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83-002278

72-171-8
12/29/82.
H-I.
S-29-83
Rat. 1-25-83

AGREEMENT
FOR
SANITARY SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 29 day of December, 1982, by and between NORTH AMERICAN PROPERTIES, INC., of Allen County, Indiana, an Indiana Corporation, hereinafter referred to as "OWNER" and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "CITY" WITNESSETH THAT:

WHEREAS, the "OWNER" desires to construct an interconnect sanitary sewer described as follows:

> Beginning at a proposed sanitary sewer manhole located 60± LF south of and 10± LF east of the Northwest corner of Lot #14 of Elkridge Addition; thence, Northwesterly 70± LF to a proposed manhole located 25± LF west of and 10± LF north of the Northwest corner of said Lot #14; thence, due west 110± LF to a proposed manhole; thence, North 130± LF west of and parallel to the west line of Elkridge Addition 517± LF terminating at an existing manhole.
>
> Said sewer shall be 18" in diameter,

in accordance with plans, specifications, and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as NORTH AMERICAN VAN LINES PUMP STATION ELIMINATION sanitary sewer extension, which plans, specifications and profiles are by reference incorporated herein and made a part hereof.

1983 FEB -7 PM 2:02
ALLEN COUNTY RECORDER
Virginia A. Brown

WHEREAS, the total cost of construction is represented to be $26,160.00 comprised of $23,190.00 base bid for "OWNER'S" sanitary sewer needs, and "CITY" requested construction oversizing costs of $1,970.00 and "CITY's" cost of $1,000.00 for Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The "OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after

DULY ENTERED FOR TAXATION
FEB 7 1983
Gloria J. Douglass
AUDITOR OF ALLEN COUNTY

11 50

Tom 6. W.P.C.E Box

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the request for "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer sytem of "CITY" until final acceptance by "CITY." Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by "CITY," and all further maintenance thereafter shall be borne by "CITY."

2. COST OF CONSTRUCTION

The "OWNER" shall pay the construction base amount of $23,190.00 direct to the Contractor. The "CITY" shall pay $1,970.00 direct to the contractor for construction oversizing. The "CITY" shall furnish engineering and inspection for the project.

3. AREA OF OWNER

In addition to excess areas served by said oversized sewer, the sewer when accepted by the "CITY" will serve the following described real estate:

> Part of the Northwest Quarter and the Southwest Quarter of Section 20, Township 31 North, Range 12 East in Allen County, Indiana, more particularly described as follows, to-wit:
>
> Beginning on the West line of said Southwest Quarter at a point situated 157.0 feet South 00 degrees 53 minutes East from the Northwest corner of said Southwest Quarter; thence, South 00 degrees 55 minutes East, on and along said West line, being also the centerline of Kromer Road, 2501.8 feet to the Southwest corner of said Southwest Quarter; thence South 89 degrees 31 minutes East on and along said South line of said Southwest Quarter, being also the centerline of California Road, 1316.9 feet to the Southeast corner of the West Half of said Southwest Quarter; thence North 00 degrees 53 seconds West, on and along the East line of said West Half established by and existing line fence. 1110.3 feet; thence South 89 degrees 22 minutes East, on and along an existing line fence, 816.6 feet (recorded 822.8 feet) to the West line of Elkridge Addition to the City of Fort Wayne, Indiana thence North 01 degree 14 minutes West, on and along the West line of said Elkridge Addition and said West line projected Northerly 1853.8 feet to the South right-of-way line of U.S. Highway #30; thence South 74 degrees 08 minutes

West, on and along said South right-of-way line 213.8 feet; thence, Southwesterly, on and along said South right-of-way line, being a regular curve to the right, having a radius of 5814.58 feet, an arc distance of 424.02, feet, (the chord of which bears South 76 degrees 53 seconds West along and across said South right-of-way line, 508.13 feet; thence, Southwesterly along said South right-of-way line; being a regular curve to the right, having a radius of 5829.58 feet; an arc distance of 738.86 feet (the chord of which bears 86 degrees 57 minutes 08 seconds West for a length of 738.37 feet); thence North 89 degrees 25 minutes West on and along said South right-of-way line, 174.8 feet to the East right-of-way line of Kromer Road is it presently exists; thence South 36 degrees 15 minutes West, on and along said East right-of-way line 98.15 feet; thence South 00 degrees 55 minutes East, along said East right-of-way line, 69.4 feet; thence South 89 degrees 05 minutes West, 30.00 feet to the True Point of Beginning, containing 113.299 acres of land and subject to all legal right-of-way for Kromer Road.

As "OWNER" shall pay for the base cost of construction of said sewer, as it pertains to the above-described area, no charge or assessment is made by this Agreement against the above-described real estate, for the construction of said sewer by the present or future owners of said real estate EXCEPT only as to such monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION FEES

The area of "OWNER," as described in Article 3, shall not be subject to any area connection fees and in return the "CITY" shall receive the following from the "OWNER:"

A. A deed or easement to the existing oversized sanitary sewer system including its lift station which the "OWNER" has installed at his total cost to serve excess areas in addition to their own properties.

B. A twenty (20') foot operation and maintenance easement for the portion of the existing oversized sanitary sewer system which will be deeded to the "CITY."

C. By the execution of this Agreement, North American Properties, Inc., assigns and transfers to the "CITY" all its ownership rights, easements,connection fees, etc., it has to an eight (8) and ten (10) inch sanitary sewer constructed and described in a Sewer Extension Agreement dated 14 April 1976, recorded instrument number 76-2554.

D. The dedication of the installation of the herein described interconnect eighteen (18) inch sanitary sewer along with easements.

5. BOND

This contract is subject to "OWNER's" requirement that his contractor furnish a satisfactory Maintenance Bond, twenty-five (25%) percent of contract cost for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY."

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The "OWNER" for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interefere with or oppose any pending or future annexation by "CITY" of any territory either now as described in Article 3 or hereafter owned by him or herafter served by said sewer or any extension thereof.

In further consideration, and to induce "CITY" to execute and ratify this contract, said "OWNER" for himself, his successors and assigns agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

The "OWNER" agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns tranferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provision contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser shall be made subj-

ect to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into said sewer shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981 P.L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance, is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

NORTH AMERICAN PROPERTIES, INC. (owner)

By W. E. HELSTROM

Title Vice President

ATTEST:

Margaret S. Vegeler

Corporate Secretary

MARGARET S. VEGELER

BOARD OF PUBLIC WORKS (city)

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Clerk, Board of Public Works

SANDRA E KENNEDY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared W. R. Helstrom as Vice President of NORTH AMERICAN PROPERTIES, INC. and, Margaret S. Vegeler its Corporate Secretary, who acknowledged the execution of the foregoin Sewer Extension Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 27 day of December 1982

Carol J. Korte
CAROL J. KORTE Notary Public
Resident of Allen County

My Commission Expires: 7/15/86

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared STEPHEN A. BAILEY, Chairman, ROBERTA ANDERSON STATEN, Member, and BETTY R. COLLINS, Member, of the Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing Sewer Extension Agreement as and for their voluntary act and deed, for the uses and purposes therein contained.

WITNES my hand and notarial seal this 29 day of December 1982

Sharon J. Helmsing
SHARON J. HELMSING Notary Public

County

My Commission Expires:

SHARON J. HELMSING, Notary Public
Resident of Allen County
My Commission Expires July 6, 1986

This instrument prepared by:
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer
CITY OF FORT WAYNE

82-168-22
12/22/82

AMENDMENT TO BOARD OF PUBLIC WORKS
CONTRACT FOR SPECIAL EXPERT CONSULTANT SERVICES

THIS AGREEMENT, made and entered into between City Utilities of the City of Fort Wayne, Indiana and Warren W. Shearer witnesseth that:

WHEREAS, on 12-22-82, the parties to this Agreement entered into a certain Board of Public Works Contract for Special Expert Consultant Services, a copy of which Agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference, and

WHEREAS, since the time of the execution of said Agreement, Warren W. Shearer has been diligently performing the services called for by said Agreement, and

WHEREAS, the proceedings in Cause No. 36686 before the Public Service Commission of Indiana have been expanded and extended beyond the scope originally contemplated, requiring additional services of Warren W. Shearer to participate in the activities of the Task Force in that Cause until the completion of its efforts and the rendition of its report to said Commission, and

WHEREAS, the issue of local measured telephone service is of very significant import and impact to City Utilities, the City of Fort Wayne and the residents and businesses located in the City, and

WHEREAS, City Utilities has determined that it will be beneficial to all concerned to have Warren W. Shearer complete his efforts and continue to serve on said Task Force on behalf of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED:

1. That paragraph 4. of the prior Agreement between the parties, which is incorporated herein as Exhibit "A" is hereby amended to read: "The maximum reimbursement of expenses and compensation payable to said special expert consultant under this Contract shall be the sum of fifteen thousand

dollars ($15,000.00).

2. In all other respects, said prior Agreement shall remain in full force and effect as written.

Dated this 22nd day of December, 1982.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA, BY

The Board of Public Works of
The City of Fort Wayne, Indiana

WINFIELD C. MOSES, JR., Mayor
of the City of Fort Wayne, Indiana

WARREN W. SHEARER

Form 1979

72-167-6h

12/22/82

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5961 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curb and sidewalk in EAST CENTRAL NEIGHBORHOOD, (VIII) - PHASE I, as follows:

FRANCIS: Both sides from Lewis on north to Hayden on south;

HUGH: Both sides from Francis on west to Harmar on east;

Alternate (1) --

ELIZA: Both sides from Francis on west to Harmar on east;

Alternate (2) --

HUGH: Both sides from Francis on east to Hanna on west

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 22nd *day of* December 1982

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN FORMS

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Form 1929

72-187-69
12/22/82

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5962 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curb and sidewalk in HAMILTON PARK NEIGHBORHOOD, PHASE I, as follows: HIGH ST., both sides St. Marys to Sherman; OAKLAND, both sides, Third to High.

ALTERNATE I - THIRD ST., both sides, Sherman to St. Marys

ALTERNATE II - THIRD ST., both sides, St. Marys to Franklin

ALTERNATE III - THIRD ST., both sides, Franklin to Schilling

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 22nd *day of* December, 1982.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

CALHOUN PRESS

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1983 FEB -1 AM 9 54
ALLEN COUNTY RECORDER
Virginia A. Young

83-001884

S-32-83
1/25/83
72-162-22
12/15/82

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 15th day of DECEMBER, 1982, by and between PATRICK J. TILL, single and over the age of 18 years and ROBERT A. and DEBORAH D. KINNEY, husband and wife, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Munioipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to oonstruct a local sanitary sewer described as follows:

"Beginning at an existing manhole approximately 630 L. F. ± South of the Northeast oorner, NW¼,NE¼, Seotion 11, Township 31 North, Range 12 East; thence Northwesterly 125 L. F. ± to a manhole located 15 L. F. ± West of the East line of the NW¼, NE¼ said Section 11; thence North, parallel to said line, 290 L. F.± to a manhole and terminating. Said sanitary sewer to be 8" in diameter"

in accordance with plans, speoifications and profiles heretofore submitted to and approved by "CITY" and now on file in the offioe of the Chief Engineer the Water Pollution Control Engineering Department of "CITY" and known as "Sanitary Sewer Extension to serve 119 W. Wallen Road and drawn by Joseph B. Stoody Jr., Registered Land Surveyor # S-0144, under Survey Job #6156, dated Ootober 26, 1982 whioh plans, speoifications, profiles are by reference incorporated herein and made a part hereof, whioh sewer will serve not only land in whioh the "OWNER" has an interest, but also an adjoining land areas and;

DULY ENTERED FOR TAXATION
FEB 1 1983
Virginia A. Vaughan
AUDITOR OF ALLEN COUNTY

WHEREAS, the oost of construction of said sewer is represented to be $5519.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be oonstructed and located in aocordanoe with said plans, speoifications, and profiles, all approved by "CITY" under private contract to be let with sixty (60) days after requisite "CITY" approval. All work and materials shall be subjeot to inspeotion by "CITY" and the right of "CITY" to halt construotion if there shall be nonoompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and"CITY" shall aocept sewage therefrom, subject to such sewage service oharges as may now or hereafter be regularly established by "CITY", and all further maintenance thereafter shall be borne by "CITY".

10.00 bg

Tom G. WPCE ooy.

3-1

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2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNERS"

Said sewer when accepted by the "CITY" will serve the following described real estate:

Part of the Northwest ¼ of the Northeast ¼ of Section 11, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at an iron stake marking the Northeast corner of the NW¼ of the NE¼ of said Section 11, said iron stake being 1305.8 feet distant measured Westerly along the North line of said Section 11 from a stone marking the Northeast corner of said Section 11; thence (assuming the East line of the NW¼ of the NE¼ of said section to have a bearing North-South) South 230.0 feet to an iron stake; thence North 88 degrees 55 minutes 18 seconds West, parallel with the North line of said Section 11, a distance of 190.0 feet to an iron stake; thence North parallel with the East line of the NW¼ of the NE¼ of said Section, 230.0 feet to an iron pin on the North line of said quarter quarter Section; thence South 88 degrees 55 minutes 18 seconds East along the North line of the NW¼ of the NE¼ of said Section 11, a distance of 190.0 feet to the place of beginning, Containing 1.0 acre, more or less. Subject to road right-of-way along the Northerly line thereof.

ALSO:

The South 460.0 feet of the North 690.0 feet of the East 190.0 feet of the Northwest ¼ of the Northeast ¼ of Section 11, Township 31 North, Range 12 East, Allen County, Indiana, containing 2.0 acres, more or less.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assesment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

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4. AREA CONNECTION CHARGE

An area connection charge of $475.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as St. Joe Interceptor
Resolution # 61-140-11

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance and Guaranty Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER", for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract

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purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P. L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

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4-2

SEAL

"OWNER"

Patrick L. Till
PATRICK J. TILL

Robert A. Kinney
ROBERT. A. KINNEY (HUSBAND)

Deborah D. Kinney
DEBORAH D. KINNEY (WIFE)

"CITY"
MAYOR

BY: _____
WIN MOSES, JR.

BOARD OF PUBLIC WORKS

BY: _____
STEPHEN A. BAILEY, CHAIRMAN

BY: _____
ROBERTA ANDERSON-STATEN, MEMBER

BY: _____
BETTY COLLINS, MEMBER

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY

R. J. Moeller
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA
SS
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patrick J. Till - Robert A. Kinney - Deborah D Kinney, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his and/or her voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 13th day of December, 1982

My Commission Expires:
Jan 5, 1985

Notary Public Thomas A Stoody
THOMAS A STOODY
Resident of Allen County

STATE OF INDIANA
SS
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen A Bailey - Roberta A Staten - Betty R. Collins who acknowledged the execution of the foregoing agreement for sewer extension, as and for his and/or her voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15 day of December, 1982

My Commission Expires:
SHARON J. HELMSING, Notary Public
Resident of Allen County
My Commission Expires July 6, 1986

Notary Public Sharon J. Helmsing
Resident of allen County

This Instrument prepared by: Joseph B. Stoody Jr., L. S.

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83-161-20
12/15/82
H. I.

MEMORANDUM OF AGREEMENT

Rental agreement between the Board of Public Works of the City of Fort Wayne, and the Allen County Board of Commissioners, whereby the Board of Public Works will lease 20 (twenty) parking spaces on the Clinton Street Old Fort Parking Lot to the Allen County Board of Commissioners at a rate of .40 cents per day per space or $40.00 per week for a term of one year beginning January 1, 1983 and ending December 31, 1983. Amount due to Board of Public Works under this rental agreement shall be paid to the Board of Public Works by deducting monthly rental from the City-County Building Maintenance payment. This agreement subject to renewal on January 1, 1984, upon agreement by both signing parties.

ALLEN COUNTY BOARD OF COMMISSIONERS

Richard M. Ellenwood

Richard M. Regedanz

Jack K. Dunifon

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE

Stephen A. Bailey

Betty Collins

Roberta Anderson-Staten

ATTEST:

Gloria J. Goeglein
Allen County Auditor

ATTEST:

Sandra E. Kennedy
Clerk

32 35

82-153-3
12/2/82
H-I.

SEWER IMPROVEMENT RESOLUTION NO. 374-B2

GROUP 9 - SEWER REPAIRS, THIRD STREET

CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, That the emergency repairs be completed on the 72 inch Third Street Sewer which from its size and character, is necessary for continued collection of wastwater by its users, and because its intergrity must be kept, is hereby ordered.

FEDERAL EMERGENCY MANAGEMENT AGENCY

GROUP 9 - THIRD STREET SEWER REPAIRS

DAMAGE SURVEY REPORT NOS. 0448B6, 047085, 047084

Scope of Proposed Work

The work requires the installation of new sewers and appurtenances along with repairs, lining, surface restoration and utility relocation in accordance with the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works.

The total cost of said repairs to the Third Street Sewer shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 2nd day of December, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

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H.I. 72-146-32

BONAR & ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING

616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

November 17, 19B2

City of Fort Wayne
Board of Public Works
City-County Building
Fort Wayne, IN 46B02

SUBJECT: Flood Oisaster Professional Services

Members of the Board:

This letter is written in reference to my letter of October 28, which was approved by you on November 3. That letter made reference to the St. Mary's River levee construction from Main Street to Clinton Street which is planned for construction jointly thru the Board of Works and the Park Department. Recent communications from the Park Department indicate that the Board of Works will pay the entire cost of the engineering fee.

Based upon this, we would ask that you increase the maximum fee as stipulated in our agreement dated March 16, 19B2, from $52,500 to $60,000. This represents the other 50% of the total estimated fee for that portion being constructed jointly between the Park Department and the Board of Works.

If you concur with this, please indicate by signing at the space provided below and returning one copy to this office.

Sincerely,

Ronald L. Bonar, P.E.
President

RLB:rs

Maximum fee is hereby increased from $52,500 to $60,000. Approved this 24th day of November, 19B2.

CITY OF FORT WAYNE, INOIANA
BOARO OF PUBLIC WORKS

ATTEST:
Clerk

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11/24/82

AGREEMENT

THIS AGREEMENT, made this 10th day of December, 19 82, by and between THE CITY OF FORT WAYNE, INDIANA ("the City"), and by the FORT WAYNE PUBLIC TRANSPORTATION CORPORATION ("PTC");

WITNESSETH:

WHEREAS, the PTC owns a 1979 International Harvester Truck, Moedel S-2600, which is suitable for dispensing salt on streets; and

WHEREAS, the City is anxious to obtain the use of said dump truck for dispensing salt on streets; and

WHEREAS, the City has a four-wheel drive vehicle with a snow blade, which vehicle has been examined by the PTC, and which is acceptable to the PTC for its purposes.

NOW, THEREFORE, in consideration of the premises and of the promises hereinafter stated, it is agreed by and between the parties as follows:

1. The City will be permitted to use the aforesaid International Harvester Dump Truck during the 1982-83 winter season. The City will be responsible for the storage of said dump truck during said 1982-83 winter season. The City will be responsible for any damages to said vehicle. The City will also be responsible for all operating costs of said dump truck for said season. Further, the City will carry liability insurance which will protect the PTC from any claims, losses, actions or liability arising from the City's use and/or possession of said dump truck during said winter season, and which will also provide collision coverage for said vehicle.

2. The PTC will be permitted the use of the aforesaid four-wheel drive vehicle with snow blades during the winter season. The PTC will be responsible for the storage and maintenance of said four wheel drive vehicle, and the PTC will be responsible for the cost of operation. The PTC will carry liability insurance which will protect the City against any claims, loses, actions or liability arising from the PTC's use and/or possession of said four-wheel drive vehicle during said winter season, and which will also provide collision coverage for said vehicle.

3. Because the aforesaid dump truck is the only vehicle owned by the PTC which is capable of dispensing salt, the City will place salt on and about the PTC premises on such days as the weather shall require the same during said winter season.

4. The PTC will perform all maintenance and make all repairs reasonably necessary to keep the aforesaid dump truck in the same operating condition it was in when turned over to the City. The PTC will invoice the City for its cost of labor and parts used in such maintenance and repairs, and the City will pay the same within its normal payment rate.

CITY OF FORT WAYNE, INDIANA
By Its Board of Public Works

BY: _____
Chairman, Board of Public Works

_____
Member, Board of Public Works

_____
Member, Board of Public Works

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION

BY: _____
Robert J. Schreier
General Manager

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EMERGENCY RESOLUTION 72 - 141 - 16

WHEREAS, the Street Department has determined an immediate repair exists in the dike in Belle Vista Addition (Allendale Ct.); and

WHEREAS, the Board of Public Works hereby declares an emergency does exist to repair said kike and received bids from the following contractors: Spears-Dehner, $2,850.00; Fleming Excavating, $3,785.00; Dailey, Inc., $3,690.00 and Moellering, $4,340.00.

NOW, THEREFORE, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Spears-Dehner for their low bid of $2,850.00.

Adopted this 17th day of November, 1982.

BOARD OF PUBLIC WORKS

Attest: Sandra E. Kennedy

73-140-10
11/17/82

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT
BETWEEN

OWNER AND ENGINEER

FOR

PROFESSIONAL SERVICES

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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and by

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and by

AMERICAN SOCIETY OF CIVIL ENGINEERS

1910-1 (1979 Edition)

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EXHIBIT A TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, dated _____, 19____ (for use with No. 1910-1, 1979 Edition).

Further Description of Basic Engineering Services and Related Matters

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, 19____ between _____ (Owner) and (Engineer) providing for professional engineering services. The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

2. During the Study and Report Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.2.)

The Study and Report Phase Services will be completed and the Report submitted within _____ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

3. During the Preliminary Design Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.3.)

The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within _____ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

4. During the Final Design Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.4.)

The Final Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within _____ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Final Design Phase Services.]

5. During the Bidding or Negotiating Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.5.)

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Bidding or Negotiating Phase Services.]

6. During the Construction Phase ENGINEER shall:
(insert amendments or supplements to paragraph 1.6.)

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Construction Phase Services.]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of 17th November, 1982

between Board of Public Works of the City of Fort Wayne, City-County Building, One Main Street, Fort Wayne, Indiana 46802 (OWNER) and Ronald L. Bonar & Associates, Inc., 616 South Harrison Street, Fort Wayne, Indiana 46802 (ENGINEER).

OWNER intends to repair, restore and abandon certain portions of the City Sewer System that were damaged by the 1982 Flood and as described in detail on Federal Emergency Management Agency (FEMA) Damage Survey Report No. 43097 pages 1 and 2 attached hereto and marked Exhibit C.

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or

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services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services..

1.2.3. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4. Final Design Phase.

After written authorization to proceed ENGINEER shall:

1.4.1. On the basis of the approved DSR listed in Exhibit C,

prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

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1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract No. 1910-8, (1978 edition). The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accom-

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panying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and

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audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing [illegible] staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.12. Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.13. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.14. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.17. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

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2.2.4. If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.9. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.11. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

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SECTION 4—PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.9. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year

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after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4.11. In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

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SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

[Delete inapplicable paragraph and initial]

~~5.1.1.1. *One Prime Contract.* If only one prime contract is awarded for construction, materials, equipment and services for the entire Project, a lump sum fee of $_____; but, if the prime contract contains cost-plus or incentive-savings provisions for Contractor(s)' basic compensation, a lump sum fee of $_____.~~

5.1.1.2. *Several Prime Contracts.* If more than one but less than 3 separate prime contracts are awarded for construction, materials, equipment and services for the entire Project, a lump sum fee in the amount of $44,700.00.

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

[Delete inapplicable language and initial]

5.1.2.1. *General.* For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.16), on the basis of Payroll Costs times a factor of 2.0 for services rendered by principals and employees assigned to the Project.

5.1.2.2. *Special Consultants.* For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 2.0.

5.1.2.3. *Serving as a Witness.* For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.16, at the rate of $200.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4. *Resident Project Services.* For resident services during construction furnished under paragraph 2.2.1, a lump sum fee in the amount of $14,400.00.

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4 which appears on the reverse side of this page.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 2.0 for services rendered dur-

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ing that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4. Definitions.

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

Ronald L. Bonar $21.03

The amount of customary and statutory benefits of all other personnel will be considered equal to 25 % of salaries and wages.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section I; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

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SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. [Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5.] When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

6.1.1. For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, hav-

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ing done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

[The remainder of this page was left blank intentionally.]

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7.5. Arbitration

7.5.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.5.3 and 7.5.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.5 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

7.5.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.5.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning, any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than $200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than $200,000 (exclusive of interest and costs).

7.5.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

7.5.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.5.3 and 7.5.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds $200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

7.5.6. The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

[The remainder of this page was left blank intentionally.]

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Revised 4/10/79

SECTION 8—SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

8.1. This Agreement is subject to the following special provisions.

8.1.1. Reference Section 5, Engineer shall receive from Owner a lump sum payment for Basic Services in the amount of $44,700.00 and for Resident Project Services a lump sum of $14,400.00.

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 1 pages.

8.2.2. Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of 2 pages.

8.2.3. Owner's DSR No. 43097 dated 11/2/82, consisting of 2 pages.

8.3. This Agreement (consisting of pages 1 to 14, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Attest:

ENGINEER:

Ronald A Brown

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EXHIBIT A TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
DATED NOVEMBER 17, 19B2

FURTHER OESCRIPTION OF BASIC ENGINEERING SERVICES ANO RELATED MATTERS

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on November , 19B2, between the Board of Public Works of the City of Fort Wayne, Indiana (Owner) and Ronald L. Bonar & Associates, Inc. (Engineer). The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

2. Owner's project as defined herein represents the scope of work that is described in detail on OSR No. 43097 which is attached and marked Exhibit C. Complete copies with all attachments of this DSR are available at Owner's Office and the Indiana Oepartment of Civil Oefense, Emergency Management Public Disaster Assistance Section, State Office Building, Indianapolis, Indiana.

   It is understood that the project proposed by Owner is to be constructed utilizing Federal Funds made available by the Federal Emergency Management Agency (FEMA). Engineer agrees that preparation of the plans, specifications and bid documents shall be in a form acceptable to FEMA.

   Any change in scope of project requiring additional work in survey, design, plan preparation and resident project services not described above shall be considered Additional Services and will be paid for as indicated under Section 5 of the Agreement.

3. Section 1.2 Study & Report Phase, Section 1.3 Preliminary Oesign Phase, Sections 4.2 and 4.3, and Section 5.1.1.1 are hereby deleted from this contract.

4. Ouring the Final Design Phase, Engineer shall: Proceed with the preparation of final plans, specifications, design and bid documents in accordance with the scope of work as listed on the DSR attached as Exhibit C.

   The Final Oesign Phase services for the project described herein will be completed with final plans, special provisions and Engineer's opinion of cost submitted within 90 calendar days following written authorization from Owner to proceed with the contract.

5. Engineer shall assist Owner in the Bidding & Construction Phases as described herein. The period of service shall coincide with Owner's requirements for advertising, contract award, funding appropriation, etc.

6. The above time periods for completion of work by the Engineer for Owner represent time spent on the Project by Engineer. This time frame shall be increased to allow for delays caused in review and approval by Owner, FEMA or any other regulatory agency having input and participation in the Project.

Exhibit B to Agreement Between Owner and Engineer for Professional Services, dated November, 1982 (for use with No. 1910-1, 1979 Edition).

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

A. **General.**

Resident Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

B. **Duties and Responsibilities.**

Resident Project Representative will:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

2. *Conferences:* Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

3. *Liaison:*

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

   b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

4. *Shop Drawings and Samples:*

   a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.

   b. Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.

   b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

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NSPE/ACEC/ASCE Publication No. 1910-1-A
1979 Edition

6. *Interpretation of Contract Documents:* Transmit to CONTRACTOR ENGINEER's clarifications and interpretations of the Contract Documents.

7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

8. *Records:*

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

a. Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

c. Report immediately to ENGINEER upon the occurrence of any accident.

10. *Payment Requisitions:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.

12. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority.

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

Prepared by Engineers' Joint Contract Documents Committee
Published jointly by Professional Engineers in Private Practice, a practice division of the National Society of Professional Engineers; American Consulting Engineers Council, American Society of Civil Engineers

EXHIBIT C

Form Approved
OMB No. 063-R1424

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DAMAGE SURVEY REPORT

FEDERAL DISASTER ASSISTANCE ADMINISTRATION
(See instructions on reverse of last copy)

3. DECLARATION NO. FDAA 652-DP-IN

4. INSPECTION DATE 11/2/82

1. TO ▶ REGION 5 FEDERAL DISASTER ASSISTANCE ADMINISTRATION (FDAA)

5. WORK ACCOMPLISHED BY
☒ CONTRACT
☐ FORCE ACCOUNT

2. APPLICANT *(State Agency, County, City, etc.)* CITY OF FORT WAYNE, IND.

PA NO.

7. WORK CATEGORY *("X" Applicable Box)*
☐ EMERGENCY
☒ PERMANENT ☐A ☐B ☐C ☐D ☐E ☒F ☐G ☐H ☐I

ITEM NO. 43097

6. PERCENTAGE OF WORK COMPLETED TO DATE 0 %

8. DAMAGED FACILITIES *(Location, identification and description)* 60" TWO RING BRICK SEWER ALONG RIVER / ST. FELIX LAFAYETTE ST. / ENDING APPROX. 900 L.F. EAST OF ANTHONY BLVD. (SEE ATTACHED MAP) THIS LINE IS APPROX 6700 L.F. IN LENGTH.

9. DESCRIPTION OF DAMAGE DEPRESSIONS IN BRICK SEWER WITH LOOSE BRICK / STRINGLINE CRACKS INDICATING STRUCTURAL FAILURE. APPROX. 900 FT. OF LINE HAS BEEN INTERNALLY INSPECTED. THREE POINT FAILURES WERE FOUND IN THIS AREA. OTHER SECTIONS ARE SUSPECT EVEN THOUGH INTERNAL INSPECTION CANNOT BE PERFORMED DUE TO SURCHARGED SEWER IN THE LINE.

10. SCOPE OF PROPOSED WORK
THIS DSR IS WRITTEN AS AN ALTERNATIVE TO REPAIR OF THE LINE AND PROPOSES "TRANSFER OF FUNCTION" BY ABANDONMENT OF THE 60" SEWER WITH THE TRANSFER OF CONNECTIONS TO THE 34" PRESENT SEWER. THE 60" SEWER WOULD BE SEALED AND FILLED TO PREVENT FUTURE POTENTIAL CAVE-INS. (SEE ATTACHED MAP)

11. ESTIMATED COST OF PROPOSED WORK

QUANTITY (a)	UNIT (b)	MATERIAL AND/OR DESCRIPTION (c)	UNIT PRICE (d)	COST *(dollars)* (e)
270	L.F.	24" SEWER LINE ~~w/ CONCRETE CRADLE~~	250.00	92,500.00
60	L.F.	18" SEWER LINE (SEE ATTACHED REPLACE)	50.00	3,000.00
370	L.F.	12" RCP SEWER "	50.00	18,500.00
150	L.F.	8" SEWER LINE "	30.00	4,500.00
2	EA.	60" MANHOLES	2000.00	4,000.00
2	EA.	48" MANHOLES	1500.00	3,000.00
2200	CY	GROUT TO FILL EXIST 60" SEWER	100.00	220,000.00
10	EA.	~~TYPE H END CONSTRUCTION~~	4000.00	40,000.00
14	EA.	~~EXISTING MANHOLE REFURBISHMENT~~	750.00	10,500.00
16	EA.	MISC. TAP RECONNECTIONS	2000.00	32,000.00
1	EA.	TYPE C-A PROP CONNECTION 24" TO 84"	50000.00	50,000.00
1	EA.	TYPE C-A DOUBLE PROP CONNECTION 12" TO ~~24"~~ 84"	50000.00	50,000.00
				(SEE PAGE 2)

12. EXISTING INSURANCE *(Type)* NONE | AMOUNT $ | GRAND TOTAL ▶ $ 654,701,730

13. RECOMMENDATION BY FEDERAL INSPECTOR *(Signature, Agency, date)*	Eligible	ATTACHMENTS
Peter R. Lowe, FEMA Consultant 11/2/82	☒ YES ☐ NO	1
14. CONCURRENCE IN REPORT BY STATE INSPECTOR *(Signature, Agency, date)*		ATTACHMENTS
[illegible] STATE BD OF HEALTH, 11/3/82	☒ YES ☐ NO	
15. CONCURRENCE IN REPORT BY LOCAL REPRESENTATIVE *(Signature, Agency, date)*		ATTACHMENTS
[illegible] 11/3/82	☒ YES ☐ NO	

16. FEDERAL REVIEW *(Signature, Agency, date)* | FDAA REVIEW *(Initials and date)*

HUD-484 (9-74) REPLACES OEP FORM 164 WHICH IS OBSOLETE COPY 4-APPLICANT

SHEET 1 OF 2 SHEETS

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Form Approved
OMB No. 063-R1424

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DAMAGE SURVEY REPORT

FEDERAL DISASTER ASSISTANCE ADMINISTRATION

(See instructions on reverse of last copy)

3. DECLARATION NO. FDAA

4. INSPECTION DATE

1. TO ▶ REGION ____ FEDERAL DISASTER ASSISTANCE ADMINISTRATION (FDAA)

5. WORK ACCOMPLISHED BY ☐ CONTRACT ☐ FORCE ACCOUNT

2. APPLICANT *(State Agency, County, City, etc.)* | PA NO.

7. WORK CATEGORY *("X" Applicable Box)* ☐ EMERGENCY ☐ PERMANENT ☐A ☐B ☐C ☐D ☐E ☐F ☐G ☐H ☐I | ITEM NO. 43097 PAGE 2 | 6. PERCENTAGE OF WORK COMPLETED TO DATE %

8. DAMAGED FACILITIES *(Location, identification and description)*

9. DESCRIPTION OF DAMAGE

PAGE 2

10. SCOPE OF PROPOSED WORK

11. ESTIMATED COST OF PROPOSED WORK

QUANTITY (a)	UNIT (b)	MATERIAL AND/OR DESCRIPTION (c)	UNIT PRICE (d)	COST *(dollars)* (e)
2210	CY	BACKFILL MATERIAL = 73	15.00	18,000.00
155	SY	D&A SURFACE RESTORATION	35.00	5,530.00
2600	SF	SIDEWALK RESTORATION	10.00	26,000.00
1	EA.	PIPING PUT FOR PATRICE PIPE	50,000.00	50,000.00
1	JOB	ENGINEERING & INSPECTION	44,700	19,700.00
		(6.3% CONSTRUCTION COST)		
		GRAND TOTAL =		$701,730.00
		PAGES 1-2		
		NOTE: NO ACTION SHOULD BE TAKEN ON THIS		
		DSR IF DSR 43096 IS APPROVED.		

12. EXISTING INSURANCE *(Type)* | AMOUNT $ | TOTAL ▶ $

13. RECOMMENDATION BY FEDERAL INSPECTOR *(Signature, Agency, date)* — Eligible ☐ YES ☐ NO — ATTACHMENTS

14. CONCURRENCE IN REPORT BY STATE INSPECTOR *(Signature, Agency, date)* — ☐ YES ☐ NO — ATTACHMENTS

15. CONCURRENCE IN REPORT BY LOCAL REPRESENTATIVE *(Signature, Agency, date)* — ☐ YES ☐ NO — ATTACHMENTS

16. FEDERAL REVIEW *(Signature, Agency, date)* | FOAA REVIEW *(Initials and date)*

HUD-484 (9-74) REPLACES OEP FORM 164 WHICH IS OBSOLETE COPY 4-APPLICANT

SHEET 7 OF 7 SHEETS

43

72-138-10
11/10/82
H. J.

EMERGENCY SEWER RESOLUTION NO. 72-138-10

WHEREAS, The City of Fort Wayne has determined that storm surface water entering into a public sanitary sewer, and,

WHEREAS, in order to eliminate said storm surface water from entering into said sanitary sewer system, extensive surface construction and restoration will be required, and,

WHEREAS, considering the seasonal time of the year, whereby the growing season has passed, and,

NOW, THEREFORE, The Board of Public Works of the City of Fort Wayne has declared that an emergency does exist to eliminate said storm surface water from entering into said sanitary sewer system and received bids from the following contractors: T-C Excavating, Inc., John Dehner, Inc., and Bercot, Inc.

NOW, THEREFORE, The Board of Public Works instructs the Purchasing Department to issue a Purchase Order to T-C Excavating, Inc. for their low bid of $2,450.00.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Clerk, Board of Public Works

72-130-13
11/4/82

RESOLUTION

WHEREAS, the ST. JOE ATHELITIC CLUB has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

that portion of McAfee Street from its intersection with Anderson Avenue to its intersection with the south line of the east-west alley 125 feet north of Anderson Avenue;

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 3B5 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public street has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said oublic street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVEO by the Board of Public Works that the vacation of said public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occuoying and using said public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held November 4 1982. and as same appears of record in the official records of said Board of Public Works.

DATED THIS 4th DAY OF November 19 82

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

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82-137-1
11/3/82 H.I.

BONAR & ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING

616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

October 28, 1982

Received
OCT 28 1982
B/W

City of Fort Wayne
Board of Public Works
City-County Building
Fort Wayne, IN 46802

SUBJECT: Flood Disaster Professional Services

Members of the Board:

This letter is written in reference to the St. Mary's River levee construction from Main Street to Clinton Street which is being undertaken by your Board in cooperation with the Park Department. In accordance with our understanding, the Board of Works and Park Department are going to share equally in a portion of this levee construction including the engineering inspection and construction costs.

This letter is written requesting your approval and authorization for us to complete the engineering work for this portion of the levee. We feel this work can best be covered under our existing contract with you which was signed on March 16, 1982, to provide professional services to the City as a result of the flood disaster. The agreement was modified by our letter to you of May 17, and approved by you on May 26.

It is estimated that the additional design work for this portion will be approximately $15,000, with the understanding that this will be split equally with the Park Board, your share will be $7,500. We would ask that you increase the maximum fee as stipulated in the agreement from $45,000 to $52,500. If you concur with this, please indicate by signing at the space provided below and return one copy to this office.

Sincerely,

Ronald L. Bonar, P.E.
President

RLB:rs

Maximum fee is hereby increased from $45,000 to $52,500.
Approved this 3rd day of November, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:

82-137-1
10/27/82

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S-6

82-019070

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH, THAT: RIVERVIEW, INC., of Allen County, State of Indiana, hereinafter referred to as "GRANTOR," for and in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged does hereby grant, quit-claim and convey to the CITY OF FORT WAYNE, hereinafter referred to as "GRANTEE," a permanent and temporary easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line along and across the following described real property located in Allen County, State of Indiana, to-wit; a 50-foot-in-uniform width permanent easement, the centerline of which is described as follows:

The following described permanent and temporary easements are located within spaces now or formerly owned by Riverview, Inc., as recorded in Deed Book 522, page 273; Deed Book 482, page 590; and Deed Book 693, pages 343-5.

PERMANENT EASEMENT

Commencing at U.S. #30 (Coliseum Boulevard) East right-of-way line marker located at Indiana State Highway Station 373+90 as shown on plans for Indiana State Highway project No. 724 (15), said right-of-way marker also being the apparent Northeast corner of the Southeast one-quarter (¼) Section 5, Township 30 North, Range 13 East; thence South along said right-of-way line a distance of 1,368.1 feet to a manhole at the True Point of Beginning of said easement centerline description; thence South 89° 06' East (Assumed bearing and basis of all bearings to follow in this description) 300.00 feet to a point; thence South 52° 34' 40" East, 395.0 feet to a point; thence South 41° 08' 40" East 1,020.0 feet to a point; thence South 73° 11' 40" East, 355.0 feet to a point; thence North 77° 52' 20" East 545.0 feet to a point; thence North 84° 50' 20" East to the point of termination of this Easement on the East line of lands described and recorded in Deed Book 693, pages 343-5 said point being also located 2,114 feet South of an iron pin located at the Northwest corner of a space now or formerly owned by the City of Fort Wayne, as recorded in Deed Book 648, page 556; the easementlines and angles are extended or shortened to their point of intersection.

1982 NOV -8 AM 10 16
ALLEN COUNTY RECORDER
Virginia A. Brown

TEMPORARY EASEMENT

A 20-foot-in-uniform width easement lying immediately north of south of and adjacent to the aforedescribed permanent easement.

All Temporary Easements shall expire two (2) years after date of execution.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this Grant of Easement.

EXECUTED this 14 day of October, 1982.

RIVERVIEW, INC.

By Robert D. Beard
ROBERT D. BEARD

Title Pres.
PRESIDENT

ONLY ENTERED FOR TAXATION
NOV 8 1982
Gloria J. Geoglein
AUDITOR OF ALLEN COUNTY

Tom G. WPCE Box.

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Robert D. Beard as President, of RIVERVIEW, INC., and acknowledged the execution of the foregoing Grant of Easement, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14 day of October, 1982.

Zorana Y. Luellen

Zorana Y. Luellen, Notary Public

A resident of Allen County, Indiana

My Commission Expires:

September 23, 1985

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

22-136-20
10/27/82

LEO ROAD - CLINTON PARK DRIVE 12" SANITARY SEWER EXTENSION
RESOLUTION NO. 377-1982

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of the LEO ROAD - CLINTON PARK DRIVE 12" SANITARY SEWER EXTENSION, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains to be constructed, be and the same is hereby ordered:

Beginning at an existing manhole on the 36" St. Joe Interceptor sewer, located 65± L.F. west and 55± L.F. south of the centerline intersection of Leo Road and Bequettes Run, in SE ¼ of Section 7 T31N, R13E (St. Joseph Township); thence northeasterly at a distance of 230± L.F. to a point 20± L.F. to the east from the centerline Leo Road; thance northeasterly and parallel to the centerline of said road at a distance of 2275± L.F.; thence northwesterly and parallel to the centerline of Clinton Park Drive at a distance of 245± L.F.; thence northeasterly and parallel to the centerline of Clinton Park Drive at a distance of 600± L.F. and terminating there at a proposed manhole.

Said sewer shall be 12" in diameter with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned Public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City.

It is hereby found by said Board of Public Works, that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility. It is further found by said Board of Public Works, that in the event any present or future owners of any property who shall desire to use said Sanitary Sewer by direct tap or through the extension or connection of lateral or local lines discharging into said Sanitary Sewer, shall be benefited and shall pay a reimbursement fee to the City of Fort Wayne, Indiana.

ADOPTED this 27th day of October, 1982.

BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

ROBERTA ANDERSON STATEN, MEMBER

BETTY R. COLLINS, MEMBER

ATTEST:

SANDRA E. KENNEDY, CLERK

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EMERGENCY RESOLUTION 72-122-2

Whereas, a hazardous bump has developed at the intersection of West Jefferson and Freeman Streets; and

Whereas, the Street Engineering Department has determined an immediate repair of said intersection; and

Whereas, the Board of Public Works hereby declares an emergency does exist to repair said intersection and received a bid of $200.00 from Mid American Milling Company, the only company in area from which to receive a quote.

Now, Therefore, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Mid America Milling for their bid of $200.00.

BOARD OF PUBLIC WORKS

Chairman

Member

Attest: Sandra E Kennedy
Clerk

Approved this date October 13, 1982

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1982 SEP 16 AM 9:20

ALLEN COUNTY RECORDER

Virginia L Young

82-015521

QUIT-CLAIM DEED

73-121-21
10/20/82
H. J.

KNOW ALL MEN BY THESE PRESENTS, that:

(1) WHEREAS, the Civic Center Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Civic Center Urban Renewal Plan") for the Civic Center Renewal Project (hereinafter referred to as the "Project") was adopted by the City of Fort Wayne, Indiana, Department of Redevelopment, on August 17, 1977 and was approved by the Common Council of the City of Fort Wayne, Indiana, on September 13, 1977, which Civic Center Urban Renewal Plan, as it exists on the date hereof, is recorded in the Office of the Recorder of Allen County, Indiana (hereinafter referred to as the "Recorder") as Document Number 79-24555; and

(2) WHEREAS, City of Fort Wayne, Department of Redevelopment, is owner of certain real property located in the Project Area; and

(3) WHEREAS, pursuant to the Civic Center Urban Renewal Plan and Chapter 176 of the Acts of 1953 of the General Assembly of the State of Indiana, as Amended and Supplemented, the City of Fort Wayne, Department of Redevelopment, is authorized to convey real estate in the Project Area to other agencies of government; and

(4) WHEREAS, the City of Fort Wayne, Department of Redevelopment, has, by a resolution duly adopted on September 13, 1982, determined to convey a portion of real estate in the Project Area to the City of Fort Wayne, Indiana.

NOW, THEREFORE, in consideration of the payment to the City of Fort Wayne, Department of Redevelopment (hereinafter referred to as the "Grantor") of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the said CITY OF FORT WAYNE, DEPARTMENT OF REDEVELOPMENT, does hereby RELEASE AND QUIT CLAIM to the CITY OF FORT WAYNE, INDIANA (hereinafter referred to as "Grantee") the following-described real estate situated in the City of Fort Wayne, Allen

DULY ENTERED FOR TAXATION

INSTRUMENT Q 4040 SEP 14 1982

Gloria J. Gaeglein
AUDITOR OF ALLEN COUNTY

Cell. 7018 - Carolyn

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County, Indiana, to-wit:

Lots Numbered One Hundred Thirteen (113), One Hundred Fourteen (114), One Hundred Fifteen (115), One Hundred Sixteen (116), One Hundred Seventeen (117), One Hundred Eighteen (118) and One Hundred Nineteen (119) together with seven (7) foot vacated alley lying between Lots 116 and 117 and the South seven (7) feet of vacated east-west alley between Washington and Jefferson Streets from easterly right-of-way of Calhoun Street to westerly right-of-way of Clinton Street, all in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana.

The recording of this Deed by the Grantee in the office of the Recorder of Allen County, Indiana, shall constitute an acceptance by the Grantee of all terms and conditions set forth herein.

This conveyance shall be subject to the provisions of the Building Code, Zoning Ordinance and other ordinances of the City of Fort Wayne and the applicable laws of the State of Indiana.

This conveyance shall also be subject to all the terms, provisions, covenants, conditions and restrictions contained in the Civic Center Urban Renewal Plan and in this conveyance shall be and the same are hereby declared to be covenants running with the land, enforceable as therein set out and which, in addition thereto, are hereby declared to be also for the benefit of the Grantor and also enforceable by it.

Grantor declares that no Indiana Gross Income Tax is due or payable by reason of this conveyance.

IN WITNESS WHEREOF, City of Fort Wayne, Department of Redevelopment, has caused this Deed to be executed by the Vice President of the Fort Wayne Redevelopment Commission and attested by the Secretary of said Commission, this 13 day of September, 1982.

FORT WAYNE REDEVELOPMENT COMMISSION

By: ~~Leonard M. Weinraub,~~ Robert L. Thompson, Vice President

ATTEST:

Hana L. Stith, Secretary

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STATE OF INDIANA)
)
COUNTY OF ALLEN)

Personally appeared before me, a Notary Public in and for said County and State, this 13th day of September, 1982, Robert L. Thompson and Hana L. Stith, known to me to be Vice President and Secretary, respectively, of the Fort Wayne Redevelopment Commission, and acknowledged the execution of the above and foregoing Deed to be their voluntary act and deed as such officers of said Commission and the voluntary act and deed of City of Fort Wayne, Indiana, Department of Redevelopment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires March 31, 1983, and I reside in Whitley County, Indiana.

Julia A. Zickgraf
Notary Public
JULIA A. ZICKGRAF

This instrument prepared by Richard D. Robinson, Attorney at Law.

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23-1.30-13
10/20/82 M. I.

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works hereinafter referred to as the Board, and GENERAL TELEPHONE COMPANY OF INDIANA hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of telephone lines, poles, underground services and appurtenances located at the following described location Project Numbers RRS-9902(7), Item #37230, RRS-9902(6), Item #37180, RRS-F920(1), Item #37160, Norfolk and Western Railroad Crossings at Glasgow, Lumbard, and E. Washington are bereby granted permit to be located within the bigbway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned bighway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of sucb costs is provided for by law.

Tbe Permittee furtber agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save barmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, tbe Permittee shall provide watchmen

and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971."

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their respective representatives duly authorized thereunto on this 20th day of October, 1982

ATTEST:

DON S. HOLDRIDGE
Secretary

GENERAL TELEPHONE COMPANY OF INDIANA, INC.

BY:
James M. Whalen
State Vice President and
General Manager

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

ATTEST:

Sandra E. Kennedy, Clerk

10-20-82.
Date

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

APPROVED AS TO FORM BY
LEGAL DEPARTMENT

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82-118-37
10/13/82
H. I

AGREEMENT

THIS AGREEMENT, made this 13th day of October, 1982 by and between BERNARD LAWRENCE KAPP, JR. and ANNETTE LOUISE KAPP, husband and wife (hereinafter referred to as "Kapps") and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, (hereinafter referred to as "City"), and

WITNESSETH THAT:

WHEREAS, Kapps are the owners of the following described real estate located in Allen County, Indiana, to-wit:

Lot Number 8 in Hindman's Addition to Waynedale, according to the plat thereof, recorded in Plat Record 19, page 124, in the Office of the Recorder of Allen County, Indiana;

WHEREAS, the parties hereto entered into an Agreement dated January 10, 1977 wherein Kapps were required by the City to construct a storm water detention pond on the above described premises and an off-site six inch (6") drainage tile south from said pond to an off-site drainage ditch draining in a westwardly direction; and,

WHEREAS, said Agreement provided that at such time as the City determined that the pond was no longer necessary for the detention of the storm water, that the Agreement entered into on January 10, 1977 would automatically terminate and the City would execute a recordable document evidencing such termination;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth, the parties hereto agree as follows:

1. That the storm water detention pond and the off-site six inch (6") drainage south from said pond to an off-site drainage ditch draining in a westwardly direction is no longer necessary for the detention of storm water.

2. That the Agreement entered into by and between the parties hereto dated January 10, 1977, which Agreement was recorded January 12, 1977 as Document No. 77-00914 in the Office of the Recorder of

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Allen County, Indiana, is hereby terminated and is no longer in full force and effect.

3. That there shall be no further requirement on the part of Kapps, their heirs, successors or assigns to fulfill any obligation imposed upon them by reason of the Agreement dated January 10, 1977.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13th day of October, 1982.

Bernard Lawrence Kapp, Jr.

Annette Louise Kapp

CITY OF FORT WAYNE, INDIANA

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten

Betty R. Collins

ATTEST:

Sandra A. Kennedy, Clerk

APPROVED FOR FORM AND LEGALITY:

Associate City Attorney

This instrument prepared by:

JACK E. ROEBEL
712 Commerce Building
127 West Berry Street
Fort Wayne, Indiana 46802
Telephone: (219) 426-6911

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared the above named Bernard Lawrence Kapp, Jr. and Annette Louise Kapp, husband and wife, each being over the age of eighteen (18) years, and acknowledged thatthey did sign the foregoing instrument and that the same is their free act and deed. In testimony whereof, I have hereunto affixed my name and official seal at Fort Wayne, Indiana, this 30th day of September, 1982.

Mona K. Newcomer
Mona K. Newcomer Notary Public

My Commission Expires:

July 25, 1986

Resident of Wells County, Indiana.

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named Stephen A. Bailey, Roberta Anderson Staten, ~~and Betty R. Collins~~, Chairman and Members of the Board of Public Works respectively, and Sandra A. Kennedy, Clerk of said Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing agreement for and on behalf of said Board and by its authority.

Witness my hand and official seal this 13th day of October, 1982.

Sharon J. Gilmang
Notary Public

My Commission Expires:
SHARON J. GILMAN, Notary Public
Resident of Allen County
My Commission Expires July 5, 1985

Resident of ~~Wells~~ County, Indiana.

This instrument prepared by: Jack E. Roebel, Attorney at Law, 712 Commerce Building, 127 West Berry Street, Fort Wayne, IN 46802.

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82-C 34

72-117-26
10/13/82
H. I

AMENDMENT TO THE AGREEMENT BETWEEN

CITY OF FORT WAYNE, INDIANA

and

CITY OF NEW HAVEN, INDIANA

In the Agreement, dated July 21, 1977 and recorded in the office of the Allen County Recorder, instrument no. 77-026563, between the City of Fort Wayne and the City of New Haven, let it be agreed upon that the City of Fort Wayne as contractor shall collect from all new customers along the gravity sewer line installed by the City of New Haven (Nelson Road area), a connection charge of six hundred and fifty dollars ($65D.00) from each commercial, manufacturing or industrial establishment.

As stated in said agreement such connection charges shall be forthwith paid by contractor to contractee in reimbursement of the local costs of said sewer.

APPROVED:

CITY OF FORT WAYNE

Mayor Win Moses, Jr.

Stephen A. Bailey

Roberta Anderson Staten

Board of Works

Attest:

Sandra E. Kennedy

APPROVED:

CITY OF NEW HAVEN

Mayor Terry A. Werling

Paul Stemmler

Board of Works B. Gene Aurand

Attest:

Helen L. Purvis

DULY ENTERED FOR TAXATION

OCT 22 1982

AUDITOR OF ALLEN COUNTY

1982 OCT 22 PM 2:23

ALLEN COUNTY RECORDER

Box

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78-117-030
10/13/82
H-I

UTILITY AGREEMENT

The City of Fort Wayne, Indiana and its Board of Public Works hereinafter referred to as the Board, and NORTHERN INDIANA PUBLIC SERVICE COMPANY hereiuafter referred to as the Permittee, hereby agree that utility facilities consisting of gas lines, gas services, and appurtenances located at tbe following described location Project Numbers RRS-9902(7), Item #37230, RRS-9902(6), Item #37180, RRS-F920(1), Item #37160, Norfolk and Western Railroad Crossings at Glasgow, Lumbard, and E. Washington are hereby granted permit to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the street right-of-way line as indicated on the plans for the proposed project. In consideration thereof, tbe Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within tbe right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments, should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located witbin tbe highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen

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and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of tbe pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the bighway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Permittee and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971."

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their respective representatives duly authorized thereunto on this 13th day of October, 1982.

ATTEST:

NORTHERN INDIANA PUBLIC SERVICE COMPANY

BY: Paul E. Sybert

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, ALLEN COUNTY

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

10-13-82.
Date

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

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RESOLUTION NO. 72-116-12

CALHOUN STREET TRANSIT/PEDESTRIAN MALL

BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that a proposed project known as the Calhoun Street Transit/Pedestrian Mall is being planned and designed on a cooperative basis with the Redevelopment Commission, the Public Transportation Corporation, and the Board of Public Works of the City of Fort Wayne, Indiana, and

WHEREAS, said Transit/Pedestrian Mall will be located on Calhoun Street between Washington and Berry Streets and shall consist of major reconstruction of the entire street right-of-way, including construction of new pedestrian-oriented sidewalks, trees, landscaping, street furniture, and reducing the street pavement to 26 feet, and

WHEREAS, the project represents a major expenditure of public funds for the construction of Calhoun Street into a Transit/Pedestrian Mall, and

WHEREAS, all public agencies desire to design and construct said Transit/Pedestrian Mall in a manner to minimize future maintenance, as well as operation interference, and

WHEREAS, there exist many utility lines in the Transit/Pedestrian Mall that have aged and deteriorated and are causing numerous dig-ups and repairs, and

WHEREAS, there also exist basements from buildings that extend into the street right-of-way under existing sidewalks, and

WHEREAS, it is necessary that the Board of Public Works adopt policies relating to the existing building basements as well as utility lines that exist in the street, and

WHEREAS, it is the purpose of this resolution to set forth the policy that shall be incorporated into the planning, design and construction of the Transit/Pedestrian Mall,

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works:

It is in the interests of public health, safety and convenience that the following policy shall prevail in the planning, design and construction of the Calhoun Street Transit/Pedestrian Mall from Washington to Berry Street.

Basements

1. All existing basements or vaults extending from buildings into the street right-of-way shall be removed, backfilled and abandoned whenever possible. Basements will only be allowed to remain if the property owner can demonstrate extreme hardship and that the continued use of basement the

will not impair the design objectives of the Transit/Pedestrian Mall project.

Utilities

1. All utilities shall be, wherever possible, consolidated and relocated within and under the 26-foot wide bus lanes.
2. For those main line utilities where it is not feasible to relocate or consolidate within the 26-foot bus lanes, they shall then be repaired, renewed and/or replaced in order to insure a service life of 20 years without any dig-ups.
3. All utility services to buildings shall be repaired, renewed and/or replaced to insure a service life of 20 years.

ADOPTED this 13th day of October, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:

57

12-112-25
10/6/82

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5959 -1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. CALHOUN STREET - From the south pavement line of Paulding Road to the north pavement line of Tillman Road.

2. NORTH WASHINGTON ROAD - From the south property line of Taylor Street to the north property line of Covington Road.

ALTERNATE

3. FAIRFIELD AVENUE - From the south curb line of Jefferson Blvd. to the south property line of Lavina Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from Local Road & Street Funds.

ADOPTED, this 6th day of October, 1982.

ATTEST: Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

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"J" 11-11 H. I.
10/6/82

RESOLUTION 72-111-19

BE IT RESOLVED by the Board of Public Works for the City of Fort Wayne, Indiana this 6th day of October, 1982 that all catch-basin repair, maintenance, topping and cleaning shall be the responsibility of the Sewer Utility.

FURTHER BE IT RESOLVED that this Resolution shall be in full force and effect from this day forward and shall continue to be in effect until order or resolution of the Board of Public Works.

Date: 10-6-82

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Attest: Sandra E. Kennedy
Sandra E. Kennedy, Clerk

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72-111-16
10/6/82
H. I.

RESOLUTION 72-111-16

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Indiana, that:

WHEREAS, Consolidated Rail Corporation, hereinafter referred to as ConRail and City of Fort Wayne, hereinafter referred to as City, proposed to enter into an agreement entitled "License Agreement for Wire, Pipes and Cable Transverse Crossings and Longitudinal Occupation" herein called "License Agreement," and,

WHEREAS, that said ConRail insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter set forth on the part of the City to be kept and performed, has agreed to permit City to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 15-inch reinforced concrete gravity flow sanitary sewer, encased in a 24-inch steel pipe, through the lands and under and across the roadway and tracks of the G R & I secondary track of railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 5187 + 50±, located 1310 feet east of Mile Post 98, at a point 4.12 miles north of the station of Fort Wayne, Allen County, Indiana, more particularly described as follows, to-wit:

> Beginning at an existing manhole on the 24" Spy Run Sanitary Interceptor Sewer 1135± feet East of the West Right-of-Way of the Penn Central Railroad and 1380± feet South of the centerline of Cook Road; thence, Southwesterly in and along a proposed 14-foot easement a distance of 685± feet; thence westerly a distance of 500± feet to the East Right-of-Way of the Penn Central Railroad; thence, Westerly and Northwesterly in and along a proposed 14-foot easement a distance of 215± feet terminating at a proposed manhole 7± feet West of the West Right-of-Way of the Indiana and Michigan Electric Company tower line easement, and as more particularly set forth in said License Agreement, and,

WHEREAS, the City agrees to pay ConRail the amount of One Thousand Eight Hundred and no/100 ($1,800.00) Dollars as reimbursement for the rights to enter upon and use said property owned by ConRail all as set forth in said License Agreement.

NOW, THEREFORE, it is hereby resolved that the City of Fort Wayne, through its Board of Public Works, enter into and execute the attached License Agreement between the City of Fort Wayne and Consolidated Rail Corporation.

EXECUTED this 6 day of October, 1982.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Clerk, Board of Public Works

(D)

82-106-45
9/29/82
H-I.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 29th day of Sept., 1982, by and between the Board of Public Works, City of Fort Wayne, One Main Street, Fort Wayne, Indiana 46802, hereinafter referred to as "OWNER"; and Ronald L. Bonar & Associates, Inc., consulting engineers, 616 South Harrison Street, Fort Wayne, Indiana 46802, hereinafter referred to as "ENGINEER",

WHEREAS, OWNER has experienced a flood disaster and the Mayor has declared a state of emergency, and

WHEREAS, Governor Orr has designated Fort Wayne/Allen County as a disaster area, and

WHEREAS, on March 20, 1982, President Reagan has declared the Fort Wayne/Allen County flood as a major disaster, making it eligible for federal assistance. Said Declaration is No. FEMA-562-DR-IN, and

WHEREAS, the OWNER has undertaken a federally assisted Flood Recovery Program, and

WHEREAS, the OWNER has requested ENGINEER'S assistance in the various phases more specifically described below.

NOW, THEREFORE, the OWNER and ENGINEER mutually agree as follows:

SECTION 1. ASSIGNMENT

A. OWNER has assigned to ENGINEER the task of preparing a study of the 60-inch Berry Street sewer system from Begue Street to Anthony Boulevard, for the purpose of ascertaining the most cost-effective means of effecting a long-term solution to damage caused by the March, 1982 flood.

B. This study will be used to present to the Federal Emergency Management Agency for their assistance in funding the recommended solution. The study will be reproduced and bound. Fifteen (15) copies shall be furnished as part of this Agreement.

C. ENGINEER'S services shall include the necessary field work related to the various alternative solutions, interviews with City personnel, review of existing public facilities, preliminary designs, drawings, preparation of cost estimates, and meetings with local, State and Federal personnel.

D. ENGINEER shall work with OWNER, State and Federal representatives in the review, processing and necessary documentation to assist the OWNER in obtaining available federal funds.

SECTION 2 BASIC SERVICES OF ENGINEER

2.1 ENGINEER shall perform the following professional services:

2.1.1 Consult with OWNER to clarify and define the assignment and to

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review available data.

2.1.2 Perform the scope of services as defined in Section 1 above.

2.1.3 Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Assignment (which services and data ENGINEER is not to provide hereunder but on which ENGINEER may rely in performing services hereunder), and act as OWNER'S representative in connection with any such services of others.

SECTION 3. OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Designate a person with authority to act on OWNER'S behalf on all matters concerning the Assignment.

3.2 Furnish to ENGINEER all existing studies, reports, plans, maps, field records, and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely upon all such information and services in performing services hereunder.

3.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.

SECTION 4. COMPENSATION

4.1 As full compensation for services performed by the ENGINEER hereunder, the OWNER shall pay to the ENGINEER the following as compensation:

4.1.1 A lump sum maximum fee for Basic Services as described herein, in the amount of Seven Thousand Dollars ($7,000.00), and may not be exceeded without prior written approval of OWNER.

4.1.2 If additional professional services are required and ENGINEER needs to hire outside sources for performance of same, then ENGINEER shall be reimbursed for the cost of such outside services plus ten percent (10%), provided, however, that no such outside services shall be obtained without prior approval of the OWNER.

4.2 ENGINEER'S charge is based upon prompt payment of bills rendered and continuous progress of the work on the Assignment.

4.3 OWNER shall pay ENGINEER for services rendered within thirty (30) days after receiving ENGINEER's bill.

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72-106-4.4
9/29/82
H. I.

BONAR & ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING

616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

September 24, 1982

City of Fort Wayne
Board of Public Works
City-County Building
Fort Wayne, IN 46802

SUBJECT: Backwater Gates & Lift Stations
Mitigation Evaluation Report

Members of the Board:

On September 7, 1982, we along with members of your staff, met with representatives of FEMA to discuss pending, as well as suggested, mitigation projects. Your engineering staff presented a packet on backwater gates, and Bonar & Associates, Inc. presented a request for mitigation on various lift stations.

Based upon this meeting, we met with your engineering staff, in particular Mr. Duane Embury, to discuss how best to present a final mitigation report to FEMA which would follow their required evaluation procedures. It was decided this report would be a joint effort between WPC Engineering and Bonar & Associates, and the tasks were so divided. A copy of our confirmation letter is attached.

We are writing this letter to confirm this understanding. We ask the Board to consider this work a part of the scope of services covered in our original agreement for professional services, dated March 16, 1982, and revised on May 26, 1982. We believe the cost for these services will fall within the present maximum fee established in the May 26, 1982, revision.

If this meets with your approval, we would ask that you indicate by signing at the spaces provided below and return one copy to this office.

Sincerely,

Ronald L. Bonar

Ronald L. Bonar, P.E.
President

RLB:rs

Additional work approved and
authorized this 29th day of September, 1982.

BOARD OF PUBLIC WORKS

ATTEST:

62

BONAR & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

September 17, 1982

Mr. C. Duane Embury, P.E.
Chief Water Pollution Control Engineer
City-County Building
One Main Street
Fort Wayne, IN 46802

SUBJECT: Mitigation Evaluation Study

Dear Duane:

This is to confirm the meeting between you, Tom Pallone and myself with regard to the potential for mitigation funding for "flap gates and pumping station improvements". It was resolved that there would be one study, jointly prepared, which would follow in general the outline presented by Ron Budeke on September 8, 1982, copy attached.

Your department would handle the development of the mitigation plan for the flap gates, and we would address the pump stations and flap gates that directly affect a particular station. All the data, justification, etc will be jointly reviewed for uniformity. This relates to items Nos. 3, 4 and 5 on the attached outline. Items 1, 2, 6, 7, and 8 would be written to cover and marriage both projects into one submittal. This marriage of projects and final report preparation, although jointly accredited, will be done by Bonar & Associates, Inc.

Should your understanding of this task breakdown differ from the above, please advise.

Very truly yours,

Andrew J. Dodzik, P.E.
Vice President

AJD:rs

82-106-40
9/27/82
M.I.

A C R E E M E N T

WHEREAS, the CITY OF FORT WAYNE, INDIANA (Owner) and HENRY B. STEEC & ASSOCIATES, INC. entered into a contract dated April 27, 1971 for certain engineering services, said contract being subsequently assigned to HOWARD NEEDLES TAMMEN & BERCENDOFF, HENRY B. STEEC & ASSOCIATES DIVISION (Engineer); and

WHEREAS, the OWNER desires to have additional services performed not contemplated by the original contract including but not limited to additions and expansion of the wastewater treatment facilities beyond the needs identified in the ENCINEER'S plans and specifications, which were bid in October, 1974; and

WHEREAS, the OWNER and the ENGINEER entered into a contract, Interim Construction Engineering Services Agreement for Change Orders 25, 26, 27, and 28, Water Quality Control Project, Division I, Water Pollution Control Plant Additions, Sewage Works Crant No. C180538 01, dated October 14, 1981; and

WHEREAS, the billings for engineering services performed under said Interim Agreement shall be applied toward the cost and fixed fee listed for Supplement 5-B and 5-D as detailed below; and

WHEREAS, the OWNER and the ENCINEER previously supplemented their contract by adding Supplement 1, Supplement 2, Supplement 3, and Supplement 4.

NOW, THEREFORE, the OWNER and the ENGINEER hereby agree to supplement their contract dated April 27, 1971 as follows:

Supplement 5

A. The ENGINEER shall prepare drawings and specifications in a form suitable for review by the State and Federal agencies for Engine/ Generator Enclosure System Modifications, which shall accompany Change Order Number 25.

B. Beginning upon written authorization to proceed by the OWNER, the ENGINEER shall perform construction engineering services in conjunction with Change Order Number 25 as provided for in Section A-3 of the contract dated April 27, 1971 for all work designed in the aforegoing paragraph A.

C. The ENCINEER shall prepare drawings and specifications in a form suitable for review by the State and Federal agencies for which shall accompany Change Order Number 28.

D. The ENCINEER shall perform construction engineering services in conjunction with Change Order Number 28 as provided for in Section A-3 of the contract dated April 27, 1971 for all work designed in the aforegoing paragraph C.

E. The ENCINEER shall prepare a Cost-Effective Analysis Report for Wastewater Plant Control System.

Supplement 6

For design and report services described in Supplement 5, paragraphs A, C and E, the ENCINEER shall be paid a lump sum cost. For construction engineering services rendered per Supplement 5, Paragraphs B and D, the ENCINEER shall be paid a fixed fee and its cost. Cost shall be determined as direct salaries times a Federally audited overhead factor in effect at the time services are performed, which includes fringe benefits, salary related cost and general overhead, plus out-of-pocket expenses and equipment rental.

The estimated total fee of services is as follows:

Supplement	Cost	Fixed Fee	Total
5-A			$ 5,000 (lump sum)
5-B	$ 3,888	$ 583	4,471
5-C			44,600 (lump sum)
5-D	59,878	8,982	68,860
5-E			16,900 (lump sum)

It is estimated that the total cost to the OWNER for the performance of construction engineering services (Supplement 5-B and 5-D), exclusive of the fixed fees, will not exceed the estimated cost as provided above, and the ENGINEER agrees to use its good faith effort to perform said work within such estimated cost. If, at any time as the work progresses, the ENGINEER has reason to believe that the cost will be greater than the estimated cost hereof, the ENGINEER shall notify the OWNER and agencies which have tendered grants in writing to that effect, giving the revised estimate of such cost for said work.

With respect to said construction engineering services (Supplement 5-B and 5-D), for billing purposes, the ENGINEER shall use its projected overhead factor if the actual Federally audited overhead factor has not been determined at the time services are performed. Appropriate adjustments to reflect an increase or decrease in said overhead shall be made upon determination of the actual Federally audited overhead factor.

Also, with respect to said construction engineering services (Supplement 5-B and 5-D), the OWNER shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur costs in excess of the estimated cost set forth above, unless and until the OWNER shall have notified the ENGINEER in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost set forth has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such costs had been incurred after the increase.

The estimated total fee of services remaining for Supplements 5-B and 5-D after deducting the billings previously invoiced by the ENGINEER under the Interim Construction Engineering Services Agreement for Change Orders 25, 26, 27, and 28, Water Quality Control Plant Additions, Sewage Works Grant No. C180538 01, dated October 14, 1981, shall be as follows:

Total Billings Through Invoice No. 7
dated April 28, 1982 $ 11,962.76

	Cost	Fixed Fee	Total
Portion of Billings for Supplement 5-B Work	$ 2,993.00	$ 507.00	$ 3,500.00
Fee Remaining for Supplement 5-B Work	895.00	76.00	971.00
Portion of Billings for Supplement 5-D Work	7,237.42	1,225.34	8,462.76
Fee Remaining for Supplement 5-D Work	52,640.58	7,756.66	60,397.24

Supplement 7

The effective date of this Supplement shall be the same as the original contract dated April 27, 1971.

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS-ENGINEERS-PLANNERS

By _____
Robert S. Coma, Partner

CITY OF FORT WAYNE, INDIANA

By _____
Winfield C. Moses, Jr., Mayor

By _____

_____
Its Board of Public Works

ATTEST:

_____
Clerk

4.

1701 E. Pontiac

48-106-38
9/29/82
H. I.

QUIT-CLAIM DEED

82-017362

THIS INDENTURE WITNESSETH THAT: The CITY OF FORT WAYNE, a municipal corporation organized and existing under the laws of the State of Indiana, of Allen County in the State of Indiana, releases and quit-claims to PATRICIA OWEN of Allen County, State of Indiana, for and in consideration of the real estate and other valuable consideration the receipt whereof is hereby acknowledged, the following described real estate in Allen County in the State of Indiana, to wit:

Lot Numbered Eight (8) in DeVilbiss and Knoche's Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

The Grantor certifies that no Indiana Gross Income Tax is due and payable in respect to the transfer made by this Deed.

Dated this 29 day of September, 1982.

ALLEN COUNTY RECORDER
Virginia A. Young

DULY ENTERED FOR TAXATION
OCT 13 1982
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

CITY OF FORT WAYNE, a municipal corporation

by _____
Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

by _____

by _____

by _____

Acknowledged and attested:
Charles W. Westerman
Charles W. Westerman, City Clerk

INSTRUMENT Q 4635

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for Allen County, Indiana, this 29 day of Sept, 1982, personally appeared Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, and Charles W. Westerman, City Clerk of the City of Fort Wayne, who acknowledged the subscription and signature of Winfield C. Moses, Jr., Mayor of the City of Fort Wayne, for the uses and purposes therein expressed.

Sandra E. Kennedy
SANDRA E. KENNEDY Notary Public
Resident of ALLEN County

My commission expires:
March 5, 1984

* * * * * * * * * * *

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for Allen County, Indiana, this 29 day of Sept 1982, personally appeared Stephen A. Bailey and Roberta A. Staren for and on behalf of Board of Public Works, who acknowledged the execution of the foregoing instrument for and on behalf of the CITY OF FORT WAYNE, for the uses and purposes therein expressed.

Sandra E. Kennedy
SANDRA E. KENNEDY Notary Public
Resident of ALLEN County

My commission expires:
March 5, 1984

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82-106-36
9/27/82
H. I.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works 423-7018

28 September 1982

Reference: Agreement for Water Pollution Control Consulting Services

Dear Mr. Carl W. Wagner:

Please accept this as our Agreement with you to perform certain specific consulting services as an Operator and Maintenance Person with the City Utilities of the City of Fort Wayne from 1 September 1982 through 31 December 1982.

It is to be understood that City Utilities will be billed bi-weekly for your consulting services rendered at $13.00 per hour. These consulting services shall be performed during the periods designated by our Water Pollution Control Plant Superintendent, Mr. Neil Wisler, who will be your supervisor.

If you find this agreement acceptable, please acknowledge in the space provided below and return directly to Mr. Neil Wisler's office at the Water Pollution Control Plant, 2601 Dwenger Avenue.

BOARD OF PUBLIC WORKS - approved this 29 day of September, 1982.

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ACCEPTED This 1st day of Oct. 1982.

Carl W. Wagner

Carl W. Wagner, Consultant

AN EQUAL OPPORTUNITY EMPLOYER

65

72-101-20
9/22/82

SEWER IMPROVEMENT RESOLUTION NO. 366-1982

THIRD STREET LIFT STATION OUTFALL REPAIR

COMBINATION SEWER REPAIR PROJECT

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repair of a combination sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

PHASE I - Manhole at intersection at Third Street and Calhoun Street and outfall structure due east of this intersection.

Federal Emergency Management Agency Damage Survey Report #047084.

SCOPE OF PROPOSED WORK

Reconstruct manbole and intersection to pre-disaster conditions, clean-out outfall structure and adjust flap gate. NOTE: Scope of work may be more extensive than anticipated due to nature of connecting brick sewer.

PHASE II - Outfall Structure of Third Street Pump Station.

Federal Emergency Management Agency Damage Survey Report #047085.

SCOPE OF PROPOSED WORK

Place grouted rip-rap into void area.

Said sewer is 72" in diameter, with all appurtenances to be repaired in accordance with tbe plans, profiles, special provisions and specifications now on file in tbe Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in tbe Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED tbis 22nd day of September, 1982.

BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk, Board of Public Works

Tbis instrument prepared by:
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

64

82-101-14
9/22/82
H.I.

SEWER IMPROVEMENT RESOLUTION NO. 375-82

GROUP 6A & C - MISC. REPAIRS, WATER POLLUTION CONTROL PLANT

CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repairs be completed at the Wastewater Treatment Plant, which from their size and character, are necessary for continued treatment of collected wastewater by its users, and because its integrity must be kept, are hereby ordered.

Federal Emergency Management Agency - Damage Survey Report Numbers

Group 6A

047106 - Resurface Drives
047103 - Replace Broken Curb
047107 - Repair Construction Joints
04710B - Misc. Repairs & Cleaning
047110 - Repair Aeration Bldg. Operations Floor and Area Restoration
047131 - Repair Leak at Morton Street Pump Station

Group 6C

047126 - Old Grit Lagoon
047128 - Old Sludge Lagoons
042047 - Misc. Floodproofing

Scope of Proposed Work

The work requires reconstruction, spot repair and/or replacement of surfaces and equipment and their appurtenances at the Wastewater Treatment Plant in accordance with the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works.

The total cost of said repairs to the Water Pollution Control Plant shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 22nd day of September, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

67

82-100-8
9/22/82
H.I.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 22 day of September, 1982, between City Utilities by and through the Board of Public Works (hereinafter referred to as "City") and the Board of Aviation Commissioners by and through its Manager (hereinafter referred to as "Commission").

WHEREAS, the Commission owns and operates a water treatment plant and water distribution system, and

WHEREAS, the Indiana State Board of Health requires that both the water treatment plant and the water distribution system each be operated and maintained by a certified operator, and

WHEREAS, the Commission has indicated its desire to enter into negotiations for the City to acquire the operation and maintenance of its water treatment plant and water distribution system, and

WHEREAS, the Commission does not employ anyone who is certified to prepare the submittal of the required tests and reports to the Indiana State Board of Health.

CLENCAIRN DR. - From the south pavement line of Highwood Drive to a point 100 ft. southeast of Thames Drive.

PACIFIC DRIVE - From the northwest curb line of Capri Drive to the east property line of Lot #123 (House #1517), Avalon Place Addition.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

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NOW, THEREFORE, be it resolved by both parties for a period not to exceed six (6) months that:

1. The City will provide the services of a certified operator for the water distribution system (Mr. Terry Atherton) and the water treatment plant (Mr. Glen Patrick) who will supervise their respective operations along with having the required tests performed and reports submitted to the Indiana State Board of Health.

2. The City will have its charges for this certification service which has been determined to be Two Hundred (200) Dollars per month applied against the acquisition price of the Commission's water plant and distribution system. In the event the parties are unable to negotiate an acceptable agreement for purchase, these deferred charges shall be due and payable by the Commission within thirty (30) days after the receipt of a billing from the City.

3. The Commission agrees to continue to provide and pay those employees who are presently operating and maintaining their water system without any reduction in their work force.

4. The Commission agrees to enter into good faith negotiations for the City to acquire their Water Treatment Plant and Distribution System.

GLENCAIRN DR. - From the south pavement line of Highwood Drive to a point 100 Ft. southeast of Thames Drive.

PACIFIC DRIVE - From the northwest curb line of Capri Drive to the east property line of Lot #123 (House #1517), Avalon Place Addition.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

5. Upon mutual agreement by the parties herein, the effective period of this Memorandum of Understanding may be extended.

BOARD OF PUBLIC WORKS:

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty Collins, Member

ATTEST BY: Sandra Kennedy
Sandra Kennedy, Clerk

BOARD OF AVIATION COMMISSION:

ATTEST: Jane E. Moran

BY: Raymond L. Hoverman, Manager

APPROVED AS TO FORM AND LEGALITY

ASSOCIATE CITY ATTORNEY

approved:
J. E. Hoffman

GLENCAIRN DR. - From the south pavement line of Highwood Drive to a point 100 ft. southeast of Thames Drive.

PACIFIC DRIVE - From the northwest curb line of Capri Drive to the east property line of Lot #123 (House #1517), Avalon Place Addition.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

82-100-13
9/22/82
H.I.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5958 -1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. OXFORD STREET - From the west property line of Warsaw Street to the west curb line of Anthony Blvd.

2. BRACKENRIDGE STREET - From the east curb line of Lafayette Street to the west curb line of Hanna Street.

3. DODGE AVENUE - From the east curb line of Carew Street to the west pavement line of Rolston Street.

4. LEWIS STREET - From the west curb line of Harrison Street to the east curb line of Ewing Street.

5. OHIO STREET - From the south curb line of Maumee Avenue to the north curb line of Lewis Street.

6. RANDALLIA DRIVE - From the north curb line of Lake Avenue to the south property line of Delaware Avenue.

7. VANCE AVENUE - From the east pavement line of Reed Road to the east property line of Lot #188 (House #5520), Glenwood Park Extended Addition.

8. SCHICK STREET - From the south curb line of Washington Blvd. to the north curb line of Maumee Avenue.

9. HARRISON STREET - From the north curb line of Creighton Avenue to the north property line of Williams St.

10. FRENCH AVENUE - From the west curb line of Hoagland Avenue to the east curb line of Fairfield Avenue.

11. VIOLET COURT - From the west curb line of Hoagland Avenue to the east curb line of Fairfield Avenue.

12. KNIGHTSWOOD DRIVE - From the south pavement line of Lower Huntington Road to the south property line of Lot #170 (House #7520), Avalon Place Section II.

13. CALHOUN STREET - From the south property line of Third Street to the south curb line of Fourth Street.

14. AVALON DRIVE - From the south pavement line of Lower Huntington Road to the northeast curb line of Breckenwood Drive.

ALTERNATE STREETS

ROCKHILL STREET - From the south curb line of Berry Street to the north curb line of Washington Blvd.

BRECKENWOOD DRIVE - From the northwest curb line of Kingsway Drive to the northwest property line of Capri Drive.

GLENCAIRN DR. - From the south pavement line of Highwood Drive to a point 100 Ft. southeast of Thames Drive.

PACIFIC DRIVE - From the northwest curb line of Capri Drive to the east property line of Lot #123 (House #1517), Avalon Place Addition.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

68

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1982".

ADOPTED, this 23rd day of September, 1982.

ATTEST:

Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

9217-82
H. I.

RESOLUTION 72-96-2

RESOLUTION OF BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

WHEREAS, the City of Fort Wayne, Indiana is fully vested and empowered to condemn real property for its uses; and

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana has determined that it desires to appropriate and condemn for the use of the City of Fort Wayne, Indiana, the following described real estate in Fort Wayne, Allen County, Indiana, to-wit:

> Lot A in Hamilton's Fifth Addition to the City of Fort Wayne, as recorded in Deed Record 69, page 399, of the records in the office of the Recorder of Allen County, Indiana;
>
> Also a tract of land in the East 1/2 of the Northeast 1/4 of Section 11, Township 30 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, being part of the space East of Lot A Hamilton's Fifth Addition to the City of Fort Wayne, described as follows, to-wit:
>
> Beginning at the Southeast corner of Lot A Hamilton's Fifth Addition, thence North along the East line of the said Lot A Hamilton's Fifth Addition, a distance of 320.083 feet to the South right-of-way line of the Wabash Railroad Company; thence East along the said South right-of-way line of the Wabash Railroad Company, a distance of 72 feet; thence South parallel to the aforesaid East line of Lot A Hamilton's Fifth Addition a distance of 320.083 feet to the North line of Murray Street; thence West along the said North line of Murray Street, a distance of 72 feet to the place of beginning;
>
> together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements thereon.

NOW, THEREFORE, BE IT RESOLVED that the Board of Public Works and the City of Fort Wayne, Indiana, do herewith condemn and appropriate the entire fee simple ownership and title as well as all rights of any kind in and to the following described real estate located in Fort Wayne, Allen County, Indiana, to-wit:

> Lot A in Hamilton's Fifth Addition to the City of Fort Wayne, as recorded in Deed Record 69, page 399, of the records in the office of the Recorder of Allen County, Indiana;
>
> Also a tract of land in the East 1/2 of the Northeast 1/4 of Section 11, Township 30 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, being part of the space East of Lot A Hamilton's Fifth Addition to the City of Fort Wayne, described as follows, to-wit:

Beginning at the Southeast corner of Lot A Hamilton's Fifth Addition, thence North along the East line of the said Lot A Hamilton's Fifth Addition, a distance of 320.083 feet to the South right-of-way line of the Wabash Railroad Company; thence East along the said South right-of-way line of the Wabash Railroad Company, a distance of 72 feet; thence South parallel to the aforesaid East line of Lot A Hamilton's Fifth Addition a distance of 320.083 feet to the North line of Murray Street; thence West along the said North line of Murray Street, a distance of 72 feet to the place of beginning;

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvement thereon.

Said appropriation shall be of all rights of any kind in and to said real estate including the fee simple absolute ownership thereof, all lienholders' rights, all mortgagees' rights, and all beneficial interests therein excepting only easement rights therein now owned or held by public or quasi-public authorities.

BE IT FURTHER RESOLVED that the Board of Public Works sets a hearing at its offices at One Main Street, Fort Wayne, Indiana, to be held on October 12, 1982, at 9:00 A.M., at which time and place the Board of Public Works will receive or hear remonstrances from persons interested in or affected by these proceedings.

Approved as to form and Legality

R. J. Imhoff

ASSOCIATE CITY ATTORNEY

ATTEST

Sandra E. Kennedy

SANDRA E. KENNEDY, CLERK

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

BY: _____

STEPHEN BAILEY

_____

ROBERTA ANDERSON STATEN

_____

BETTY COLLINS

011/b

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

13-96-1
9/17/82

CONTRACT

THIS CONTRACT made and entered into in triplicate this 17th day of September, 1982 by and between MILLER-DAVIS COMPANY, herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works, herein called OWNER.

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1 - SCOPE OF WORK

The complete construction of a new Civic Center Parking Garage - Phase II for the City of Fort Wayne, located on the North side of Jefferson Street between Calhoun and Clinton Streets.

ARTICLE 2 - THE CONTRACT SUM - $2,588,400.00

The Owner shall pay the Contractor for the performance of the contract the sum of Two Million, Five Hundred Eighty-Eight Thousand, Four Hundred Dollars. In the event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's proposal.

	Additional Work	Deleted Work
1) Excavation	$6.00/yd.^{3}	$5.00/yd.^{3}
2) Compacted Backfill	$11.00/yd.^{3}	$9.00/yd.^{3}
3) Concrete	$200.00/yd.^{3}	$50.00/yd.^{3}
4) Reinforcing Steel	$ 0.45 lb.	$ 0.15 lb.

The Owner reserves the right to incorporate any or all of the alternate bids into the construction program and contract for a period of forty-five (45) consecutive calendar days after the contract date.

ARTICLE 3 - PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved by the Architect, less the aggregate of previous payments, will be paid by the Owner to the Contractor.

70

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

TF-96-1
7/17/82

(Article 3 - Progress Payments continued)

The Owner shall place all retained contractor earned money in an interest earning account subject to contractor's approval. The Owner and Contractor shall form an escrow agreement.

When the project reaches the 50% completion stage, and the work has been promptly and properly executed, the Owner, at his option, can waive the retainage requirement for the remainder of the project.

ARTICLE 4 - ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed and a final Certificate for Payment has been issued by the Architect.

ARTICLE 5 - WORKMEN'S COMPENSATION ACT

The Contractor shall furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person out of any act or doing of the Contractor, of its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidential injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against the Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that the Contractor indemnify and hold harmless City in the premises.

ARTICLE 6 - NON-DISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof.

70

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

75-96-1
7/17/82

ARTICLE 7 - PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provision of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, or the Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

ARTICLE 8 - COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A) Advertisement for Bids
B) Instructions to Bidders
C) Contractor's Proposal
D) Specifications, Conditions and Plans
E) Workmen's Compensation Act (I.C. 22-3-2-1)
F) Non Discrimination of Labor General Ordinance No. G-34-78 (as amended)
G) Prevailing Wage Scales
H) Performance Bond
I) Labor and Material Payment Bond
J) Comprehensive Liability Insurance Coverage
K) Certificate of Compliance Clean Air Act of 1970
L) Equal Employment Opportunity Affirmative Action Program
M) Section 3 Housing and Urban Development Act of 1968
N) Certificate of Non-segregated Facilities
O) Federal Labor Standards.

ARTICLE 9 - INDEMNITY

The Contractor shall furnish to the Owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to the Owner showing Personal Injury and Property Damage Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division 1, Section 7.2.2.

ARTICLE 10 - COMPLETION DATE (August 31, 1983)

The Contractor agrees to complete the work specified in the within Contract in 347 consecutive calendar days after having been ordered by the Owner to commence work under this Contract.

7.0

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

15-96-1
9.17.82.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MILLER-DAVIS COMPANY
Contractor

By: _____
B.J. Melton, President

BY: _____
Philip C. Jones

CITY OF FORT WAYNE, INDIANA

By: _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

By: _____
Stephan A. Bailey

By: _____
Roberta A. Staten

By: _____
Betty R. Collins

ATTEST:

_____
Sandra Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

70

Owner
ORIGINAL-H.F.

S-189-82
10/26/82

73-96-1
9/17/82

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that *MILLER-DAVIS COMPANY*
(Here insert full name and address or legal title of Contractor)
1029 Portage Street
Kalamazoo, Michigan 49003

as Principal, hereinafter called Contractor, and, *UNITED STATES FIDELITY AND GUARANTY COMPANY*
(Here insert full name and address or legal title of Surety)
170 West Jackson Boulevard
Chicago, Illinois 60604

as Surety, hereinafter called Surety, are held and firmly bound unto *CITY OF FORT WAYNE, INDIANA*
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of *TWO MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED AND NO/100*----------Dollars ($ *2,588,400.00*-----),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated *September 17* 19 *82*, entered into a contract with Owner for *Civic Center Parking Garage Phase II, Fort Wayne, Indiana.*
Project No. 06-01-01828

in accordance with Drawings and Specifications prepared by *Gibson, Tourmey, Kim, Inc.*
(Here insert full name and address or legal title of Architect)
Fort Wayne, Indiana

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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Owner
ORIGINAL-H.I.

S-189-82
10/26/82

13-96-1
9/17/82

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The said surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or specifications.

Signed and sealed this *24th* day of *September* 19*82*

D A Carmody
(Witness)

MILLER-DAVIS COMPANY
(Principal) (Seal)

B J Miller
(Title)

(Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY
(Surety) (Seal)

Mary D. Shayer
(Title) *Attorney in Fact*

Mary D. Shayer

70

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

12-96-1
9/17/82 H.I

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that *MILLER-DAVIS COMPANY*
1029 Portage Street
Kalamazoo, Michigan 49003
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

UNITED STATES FIDELITY AND GUARANTY COMPANY
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto *CITY OF FORT WAYNE, INDIANA*
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of *TWO MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED AND NO/100------*
(Here insert a sum equal to at least one-half of the contract price) Dollars ($*2,588,400.00------*),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated *September 17* 19*82*, entered into a contract with Owner for
Civic Center Parking Garage Phase II, Fort Wayne, Indiana.
Project No. 06-01-01823

in accordance with Drawings and Specifications prepared by *Gibson, Tourmey, Kim, Inc.*
Fort Wayne, Indiana
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

70

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

12-96-1
9/17/82

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 24th day of September 19 82

D A Carmody
(Witness)

MILLER-DAVIS COMPANY
(Principal) (Seal)

B J Miller
(Title)

(Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY
(Surety) (Seal)

Mary D. Shaver
Mary D. Shaver (Title) Attorney in Fact

70

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

75-96-1
7/17/82

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 92088

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint James Scheer, Sue Kuby, Ernest D. Smith, Ann H. Scheer and Mary D. Shaver

of the City of LaGrange, State of Illinois
its true and lawful attorney s in and for the State of Illinois

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Illinois
COUNTY OR CITY OF Cook } ss:

Before me, a Notary Public, personally came Mary D. Shaver known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my band and seal this 24th day of September, 1982.

Virginia M. Burokey
Notary Public.

My Commission expires June 11, 1983.

Jud. 876 (9-57)

COMPANY and Michael P. Hammond, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said J. D. Rector and Michael P. Hammond were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19.82.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Set.

I, Charles W. Mackey, Jr., Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 31st day of July, A. D. 19 81

(SEAL) (Signed) Charles W. Mackey, Jr.
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

70

Outlaw
ORIGINAL-H.I.

S-189-82
10/26/82

12-96-1
9/17/82

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 92088

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of the City of LaGrange, State of Illinois
its true and lawful attorney s in and for the State of Illinois

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and conforms all and whatsoever ~~we said~~ anyone of the said James Scheer and the said Sue Kuby and the said Ernest D. Smith and the said Ann H. Scheer and the said Mary D. Shaver

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 31st day of July, A. D. 19 81

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By J. D. Rector
Vice-President.

(SEAL)

(Signed) Michael P. Hammond
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 31st day of July, A. D. 1981, before me personally came J. D. Rector, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Michael P. Hammond, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said J. D. Rector and Michael P. Hammond were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19.82.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Charles W. Mackey, Jr., Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 31st day of July, A. D. 19 81

(SEAL) (Signed) Charles W. Mackey, Jr.
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

70

Owner
ORIGINAL-H.I.

S-189-82
10/26/82

13-96-1
9/17/82

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 92088

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint James Scheer, Sue Kuby, Ernest D. Smith, Ann H. Scheer and Mary D. Shaver

of the City of LaGrange, State of Illinois,
its true and lawful attorney s in and for the State of Illinois

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and conforms all and whatsoever anyone of the said James Scheer and the said Sue Kuby and the said Ernest D. Smith and the said Ann H. Scheer and the said Mary D. Shaver

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 31st day of July, A. D. 19 81

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By J. D. Rector
Vice-President.

(SEAL)

(Signed) Michael P. Hammond
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 31st day of July, A. D. 1981, before me personally came J. D. Rector, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Michael P. Hammond, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said J. D. Rector and Michael P. Hammond were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19.82.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Charles W. Mackey, Jr., Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 31st day of July, A. D. 19 81

(SEAL) (Signed) Charles W. Mackey, Jr.
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

PRINTED IN U.S.A.

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82-016787

73-95-2
9/16/82

AGREEMENT

This AGREEMENT MADE THIS 16th day of September, 1982, by and between NORTH HIGHLANDS CHURCH OF CHRIST, INC., an Indiana Corporation, hereinafter referred to as "Church" and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "City",

Witnesseth, Whereas the Church is the owner of the following described premises:

> Part of the Southeast Quarter of Section 34, Township 31 North, Range 12 East, more particularly described as follows, to wit: The Northeast 26½ feet of lots 647, 648, 649, 650, 651, 652, 653, in North Highlands Addition (33E); and, with 25± feet northeasterly and adjacent to said lots; except that part which is platted as public Right-of Way.

1982 OCT -4 PM 3:23
ALLEN COUNTY RECORDER
Virginia A. Young

Whereas, Church is compelled by the State of Indiana Administration of Building Construction in Indianapolis to provide parking space in order to expand a church building, and;

Whereas, the Church is desirous of constructing a parking lot on the above described premises in order to comply with State requirements, and;

Whereas, Church is also required by City Z-10 Ordinance to construct an internal drain and connect same to specific sewer in order to drain the above described premises, and;

Whereas the only storm sewer available to the above described premises is a combination sewer that serves both sanitary and storm requirements for the adjacent residential area as well as the Church, and;

Whereas, the church would prefer the parking lot water to drain to the street in order to prevent overloading of the combination sewer thus causing back-up problems in the residential area, and;

Whereas, the discharge of the surface water to the street right-of-way would retard or delay the entry time into the sewer system thereby allowing the immediate runoff to pass by before the surface water drainage is collected.

Now, Therefore, in consideration of the foregoing and mutual covenants and agreements set forth, the parties hereby do agree as follows:

1. The Church will construct a hard surface parking lot on said above described property and drain said property to Poinsette Drive via their driveway entrance.

2. Representatives of the church understand and agree that this is a temporary permit and when such time that a storm sewer and/or better drainage facility becomes available Church will construct at its own expense an internal drain which will direct surface water from their property to the new storm facility.

DULY ENTERED FOR TAXATION

OCT 4 1982

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

71 WPCE BOX T.G.

3. Church also agrees not to remonstrate against any drainage improvements proposals for said purpose and also agrees to participate in a fair pro-rata share towards the construction cost of said facility.

This Agreement is accepted as a covenant which will run with the above described premises and all all rights hereto shall be binding upon the parties, their successors and assigns.

In Witness Whereof, the parties have subscribed this agreement the 16th day of September, 1982.

Signed in the presence of:

NORTH HIGHLANDS CHURCH OF CHRIST, INC.

BY Robert L Crowell
President
TRUSTEE

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

By
Stephen A. Bailey, Chairman

By
Roberta Anderson Staten, Member

By
Betty R. Collins, Member

Attest: Sandra E Kennedy
Clerk

Approved for form and legality:

ASSOCIATE CITY ATTORNEY

7

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County, personally appeared the above named NORTH HIGHLANDS CHURCH OF CHRIST, INC., an Indiana Corporation, by ROBERT L. CROWELL, its ~~President,~~ TRUSTEE who acknowledging that he, being thereunto duly authorized, did sign the foregoing instrument and that the same is his free act and deed and as such officer, and the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto affixed my name and official seal at Fort Wayne, Indiana this 16th day of September, 1982.

Sandra E. Kennedy
Notary Public
Resident of Allen County

My Commission Expires:
March 5, 1984

SANDRA E. KENNEDY, Notary Public
Resident of Allen County
My Commission Expires March 5, 1984

This instrument was prepared by:
C. Duane Embury, P.E.,
Chief Water Pollution Control Engineer

71

CONTRACT FOR SALE OF ASSETS

THIS AGREEMENT, made and entered into this 15 day of September, 1982, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, ("CITY"), and EDGEWOOD UTILITIES, INC., an Indiana corporation, ("UTILITY").

WITNESSETH:

WHEREAS, UTILITY is the owner and operator of a privately-owned utility providing both water and sewage service to customers in an area of Allen County, Indiana, delineated on Exhibit "A" attached hereto, made a part hereof, and hereinafter referred to as the "Service Area"; and

WHEREAS, UTILITY desires to sell, and CITY desires to purchase, the water and sewage distribution system of UTILITY serving the Service Area, excepting however, the property and assets excluded as hereinafter set forth; and

WHEREAS, contemporaneously with the execution of this Agreement, UTILITY will be requesting CITY to supply water to UTILITY for use by UTILITY'S customers in the Service Area and to accept for treatment sewage collected by UTILITY in the Service Area.

NOW, THEREFORE, CITY and UTILITY agree as follows:

1. Sale of Assets. Subject to payment as hereinafter provided, CITY agrees to purchase from UTILITY, and UTILITY agrees to sell, transfer, assign, and deliver to CITY on the Closing Date (as hereinafter defined) the lines, conduits, pipes, equipment, easements, appurtenances, fixtures, mains, machinery, hydrants, meters, or other property constituting, or used in, the sewer and water distribution systems in the Service Area, and including a Certificate of Territorial Authority ("CTA") from the Public Service Commission of Indiana ("PSCI") authorizing UTILITY to render sewage service within the Service Area (attached hereto as Exhibit "B-1"), and hereinafter collectively referred to as the "Purchased Assets".

2. Property Excluded. CITY is not purchasing the sewage treatment plant, nor the wells and water pumps of UTILITY, nor the real estate where said sewage treatment plant, wells and pumps are situated, and UTILITY hereby retains all rights in and to the same, and all salvage and other rights thereto.

3. Purchase Price. As the purchase price for the Purchased Assets, CITY agrees to pay to UTILITY, a minimum of Ninety Thousand Dollars ($90,000.00), payable as hereinafter provided.

4. Payment of Purchase Price. As hereinafter set forth in Paragraph 5, CITY will be supplying water and sewage service to UTILITY, and payment of the purchase price to UTILITY shall be as a credit against the charges for said services provided by CITY to UTILITY. CITY shall render its customary statement for said water and sewage service to UTILITY monthly, and the charges set forth thereon shall be applied as a credit against the purchase price. The credits against the purchase price shall continue for a period of 42 months from the "Date of Interconnection" (as herein defined); provided however, if the total credits do not total $90,000.00 at the expiration of said 42 months, then the period shall be extended until said sum of $90,000.00 is attained. In the event that credits totaling said sum of $90,000 is attained prior to the expiration of 42 months from the Date of Interconnection, then the credits against the purchase price still continue until the expiration of 42 months, and the purchase price for the Purchased Assets shall be increased accordingly.

5. Water and Sewage Services to be Provided by City. UTILITY agrees to subscribe for, and CITY agrees to provide, water and sewage services to UTILITY, as hereinafter set forth:

(a) CITY agrees to provide to UTILITY an adequate supply of water meeting Indiana State Board of Health requirements, for resale to UTILITY'S present and future customers in the Service Area, at a schedule of rates and charges as set forth in Exhibit "B" attached hereto. Said water shall be provided through a meter installed by CITY.

(b) CITY agrees to accept for treatment, sewage collected from the Service Area by UTILITY and delivered to CITY, at a schedule of rates and charges attached hereto as Exhibit "C".

(c) Said schedules of rates and charges, Exhibits "B" and "C" respectively, are the only charges, assessments or fees, to be made to UTILITY by CITY for said water and sewage services, and there shall be no other or additional charges, including without limitation, surcharges, area or front footage assessments, special fees, connection fees, etc. Said rates and charges as set forth in Exhibits "B" and "C" may be increased by CITY from time to time, but only at the same time, and only in the same percentage, that all of CITY'S charges for water or sewer rates and charges are increased. In the event that CITY should plan a rate increase in either its water or sewage rates and charges, it will give UTILITY at least ninety (90) days advance notice thereof, and if UTILITY should so determine to apply for a rate increase, will agree to support UTILITY'S request with the PSCI, and if requested by UTILITY, to supply a witness for UTILITY'S PSCI rate hearing.

(d) In conjunction with the interconnection of CITY and UTILITY'S water and sewage systems, CITY shall be responsible for the installation of all valves, meters, meter pits, wells, lines and other devices which are necessary in order to make said interconnections. CITY agrees to maintain all of said installations, and to pay any pumping or other costs associated or arising in connection therewith. All such interconnections and other devices shall be and remain the sole property of CITY; provided however, CITY and UTILITY shall each have unlimited right of access to the meter pits and interconnection facilities, and CITY does hereby grant UTILITY a nonexclusive joint right of use to the meter pits and other interconnection facilities. The "Date of Interconnection" shall be the date when CITY gives UTILITY notice that all work has been done in conjunction with both said water and sewage interconnections, and that CITY is able to supply both water and sewage services to UTILITY, and city has commenced the supply of full Water and Sewage Service to Utility 7/6

(e) Inasmuch as UTILITY will be purchasing all of its supply of water from CITY, and transferring all of its sewage to CITY for processing, and since the public interest is such that no interruption whatscever to either of said services can or should be permitted, in the event that any dispute should arise between UTILITY and CITY in regard to this Agreement, CITY shall under no circumstances have a right to cease or restrict its supply of water service to UTILITY, or cease or restrict accepting sewage from UTILITY, nor deny use or access to or by UTILITY to the interconnection facilities, and CITY hereby waives and relinquishes any and all such rights.

6. Operation of Utility Pending Final Closing. UTILITY shall continue to operate and maintain its water and sewage systems and its services to its customers pending a final closing of this sale of the Purchased Assets, and shall keep and retain all revenues received by it during said period of time, and shall pay all costs and expenses of operating its system, except the charges for water and sewage service to be provided by CITY as a credit against the purchase price as

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hereinabove set forth. Inasmuch as CITY will be contract purchaser of the Purchased Assets from the date hereof, CITY and UTILITY agree to cooperate in regard to any tax benefits to be realized from said status. UTILITY is not, and shall not be construed to be, an agent, servant, employee, or representative of CITY. CITY agrees that it will not directly or indirectly (except through UTILITY) render water or sewage service to any customers within the Service Area during the term of this Agreement.

7. Closing Date. The closing date of the sale of the Purchased Assets shall take place at the later of: (a) within 30 days after the expiration of 42 months from the Date of Interconnection, or (b) within 30 days after such extended period of time (as set forth in Paragraph 4) until credits total an amount equal to the minimum purchase price as set forth in Paragraph 3. The closing shall take place at the City-County Building, Fort Wayne, Indiana. Upon the closing date, UTILITY shall convey the Purchased Assets to the CITY free and clear of all liens and encumbrances, (except current taxes if applicable), by duly executed Bill of Sale or Assignment, and shall transfer its CTA to CITY by assignment thereof. At or prior to closing, UTILITY will supply CITY plans and drawings of UTILITY'S water and sewage systems. The Purchased Assets shall be conveyed in their present condition, usual wear and tear excepted; City acknowledges that it has inspected the Purchased Assets, and the same are presently acceptable. Until the closing date, no title in and to the Purchased Assets shall pass to CITY. Since CITY is paying the purchase price as a credit against services provided to UTILITY during the term of this Agreement, UTILITY shall have the right, in its unlimited discretion, at any time during the Agreement to accelerate the closing date, and to give to CITY thirty (30) days notice that it intends to transfer, assign and deliver the Purchased Assets to CITY upon the date specified in said notice.

8. Risk of Loss. In the event any material portion of the Purchased Assets are destroyed or damaged prior to the closing date, the part or parts damaged or destroyed shall be replaced or repaired at UTILITY'S expense.

9. Rights of Third Parties. This Agreement shall not be construed to create any right or rights in favor of anyone other than the parties hereto.

10. Expenses. Each party shall bear its own expenses in this transaction and in the closing thereof.

11. Approvals Required. It is understood that this Agreement is subject to the approvals of the Common Council of the City of Fort Wayne and the PSCI. CITY and UTILITY shall make joint application to the PSCI for approval of this Agreement. In the event this Agreement is not approved by both the Common Council and the PSCI, either party hereto shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first above written.

Subscribed and Sworn to before me, a Notary Public, in and for County of FAIRFIELD and State of Connecticut, this 19 day of AUG. 1982

Ann M. Rimby
Notary Public

ANN M. RIMBY
NOTARY PUBLIC
My Commission Expires April 1, 1985.

EDGEWOOD UTILITIES, INC.

By: Herbert Abram
PRESIDENT

By: [illegible]
SECRETARY

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1982 OCT -4 PM 3:23

CITY OF FORT WAYNE, INDIANA

By: _____
WIN C. MOSES, JR., MAYOR

ATTEST: _____
CHARLES W. WESTERMAN, CLERK

BOARD OF PUBLIC WORKS

By: _____
STEPHEN BAILEY, CHAIRMAN

By: _____
ROBERTA ANDERSON STATEN, MEMBER

By: _____
BETTY R. COLLINS, MEMBER

ATTEST: _____
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

By: _____
RICHARD I. SNOUFFER,
Associate City Attorney

EXHIBIT B

CITY UTILITIES

FORT WAYNE, INDIANA

The following water rates are available to customers in the territory served by City Utilities as of December 4, 1978:

Metered Rates

	Cubic Feet Per Month	Rate Per 100 Cubic Feet
First	500	$ .912
Next	1,500	.703
Next	2,500	.587
Next	7,500	.541
Next	18,000	.464
Next	20,000	.394
Next	50,000	.348
Next	50,000	.278
Over	150,000	.255

A surcharge of 35% is added to all "out-of-city" water bills.

Monthly Minimum Rates

Meter Size	Per Month	Out-of-City
5/8 Inch	$ 4.56	$ 6.16
3/4 Inch	7.11	9.60
1 Inch	11.59	15.65
1½ Inch	23.11	31.20
2 Inch	35.55	47.99
3 Inch	71.11	96.00
4 Inch	118.33	159.75
6 Inch	224.84	303.53
8 Inch	328.80	
10 Inch	493.11	

EXHIBIT B-1

OESCRIPTION OF THE SEWER FRANCHISE AREA OF EDGEWOOD UTILITIES

All that land in the Southeast One-Quarter and the East One-Half of the Southwest One-Quarter of Section 17, Township 31 North, Range 12 East, Allen County, Indiana, together with the land in the Northwest One-Quarter of Section 17, Township 31 North, Range 12 East that lies East of U. S. Highway # 33 excepting the Northerly 50.93 acres of land.

EXHIBIT C

CITY UTILITIES

FORT WAYNE, INDIANA

The following sewage rates are available to customers in the territory served by City Utilities as of June 1, 1982:

Metered Rates

Per 100 Cubic Feet:	
Domestic	$.4866
Manufacturing	.3946

Monthly Minimum Rates

Meter Size	Per Month
5/8 & 3/4 Inch	$ 2.43
1 & 1½ Inch	8.58
2 Inch	17.51
3 Inch	35.18
4 Inch	58.48
6 Inch & Larger	162.44

Bulk Rates

(Per 100 Cubic Feet)

Customer	Rate
City of New Haven	$.3085
Leo-Cedarville District	.3176
Clearwater Utility	.3173
Inbalco - Aboite Township Sewage Utility	.3120
Edgewood Utility	.3165
	.3170

EXHIBIT "A"

8 - 31 - 12

COOK ROAD

50'

FRITZ ROAD

SERVICE AREA LIMIT

.459 A
45
1.377 A
43
49.098 A
1 A
34
39.982 A
20
5.93 A
21
1.21 A
7
5.80 A
50
15.35 A
16
79 A
1
3
1 A
9.96 A
4
8.92 A
5
9.19 A
U.S. HIGHWAY 33
SUB
SHOWE'S
ABD.
BLOCK A
.91 A
8
9
9.19 A
1 A
11
29 .48 A
24 .48 A
22 1 A
10
2.57 A
32
.33 A
27
.67 A
38
59 A
40 1.41 A
31
8.82 A
11.99 A
12
2
"CTA" AREA
SERVICE AREA LIMIT
20 A
6
28
3 A
EDGEWOOD INDUSTRIAL PARK
LOT 18
LOT 19
LOT 20
BLOCK "C"
16.375 A
20.982 A
13
MERCHANT ROAD
COMMODITY CT
DISCOUNT DR
EDGEWOOD INDUSTRIAL PARK
BLOCK "B"
BLOCK "A"
TRANSPORTATION DR.
2.752 A
36
7.14 A
ZIEGL PL
3.92 A
BLOCK "A"
60 A
46
14
39
1.18 A
69 A
42
5.67 A
7.02 A
2 A
23
47
25
15
RUNGE'S SUB
SERVICE AREA LIMIT
39 A
10 A
19.34 A
PARK
FOWLER PLACE
EDGEWOOD
ADD
DEERFIELD DRIVE
AVE
OLDFIELD
BLACKSTONE DRIVE
ARAGON DRIVE
YELLOWSTONE DRIVE
FOXGROVE AVE.
GOSHEN ROAD
30
.66 A
1 A
44
19
18
17
33
OLD U S 30
20 - 31 - 12
700'
WASHINGTON CTR RD.
HUGUENARD ROAD
18 - 31 - 12
16 - 31 - 12
100'
50'

82-92-31
9/15/82
N.I.

SEWER IMPROVEMENT RESOLUTION NO. 376-1982
Nebraska Lift Station Outfall Repair
D.S.R. Nos. 042048, 044819

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repair of a combination sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

SCOPE OF PROPOSED WORK

1. Replace sewer pipe
2. Fill void with sand
3. Sheet opening with galvanized sheet piling
4. Provide grouted rip rap to stabilize bank

Federal Emergency Management Agency Damage Reports #042048 and #044819.

Said repair with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 15 day of September, 1982.

BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:
Sandra E. Kennedy
Clerk, Board of Public Works

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

U/SFLOOD

72-91-28
9/15/82
H.I.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 15th day of September 1982, by and between the Board of Public Works, City of Fort Wayne, One Main Street, Fort Wayne, Indiana 46802, hereinafter referred to as "OWNER"; and Ronald L. Bonar & Associates, Inc., consulting engineers, 616 South Harrison Street, Fort Wayne, Indiana 46802, hereinafter referred to as "ENGINEER",

WHEREAS, OWNER has experienced a flood disaster and the Mayor has declared a state of emergency, and

WHEREAS, Governor Orr has designated Fort Wayne/Allen County as a disaster area, and

WHEREAS, on March 20, 1982, President Reagan has declared the Fort Wayne/Allen County flood as a major disaster, making it eligible for federal assistance. Said declaration is No. FEMA-562-DR-IN, and

WHEREAS, the OWNER has undertaken a federally assisted Flood Recovery Program, and

WHEREAS, the OWNER has requested ENGINEER'S assistance in the various phases more specifically described below, and

WHEREAS, two additional Damage Survey Reports have been approved by FEMA and OWNER has requested ENGINEER'S assistance in completing the work on these DSR's., and

WHEREAS, it is the purpose of this agreement to set forth these services.

NOW, THEREFORE, the OWNER and ENGINEER mutually agree as follows:

SECTION 1. ASSIGNMENT

1.1 OWNER requests ENGINEER provide the necessary engineering and inspection services to successfully complete the following DSR's.

DSR No.	Description	Estimated Constr. Cost
D42D47	WPC Plant work: Floodproof air duct, flood-proof air intake, provide gate structure	$ 9,675
042D49	Replace 2 sections of depressed 18" sewer at sludge lagoons	9,870

ENGINEER shall provide all engineering services necessary to assist OWNER in the completion of the above captioned DSR's. Said services to include field survey, preparation of plans, specifications, bid documents; construction supervision, processing of invoices, and final inspection.

SECTION 2. OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Designate a person with authority to act on OWNER'S behalf on all matters concerning the Assignment.

3.2 Furnish to ENGINEER all existing studies, reports, plans, maps, field records, and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely upon all such information and services in performing services hereunder.

3.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.

SECTION 3. COMPENSATION

3.1 As full compensation for services performed by the ENGINEER hereunder, the OWNER shall pay to the ENGINEER the lump sum amount as follows:

DSR No.	Description	Basic Fee	Resident Services Fee
042047	WPC Plant work-floodproof air duct, floodproof air intake, provide gate structure	$1,048	$ 552
042049	Replace 2 sections depressed 18" sewer at sludge lagoons	$1,086	$ 552

3.2 If additional professional services are required and ENGINEER needs to hire outside sources for performance of same, then ENGINEER shall be reimbursed for the cost of such outside services plus ten percent (10%), provided, however, that no such outside services shall be obtained without prior approval of the OWNER.

3.3 ENGINEER'S charge is based upon prompt payment of bills rendered and continuous progress of the work on the Assignment.

3.4 OWNER shall pay ENGINEER for services rendered within thirty (30) days after receiving ENGINEER'S bill.

SECTION 4. MISCELLANEOUS

4.1 The obligation to provide further services under this Agreement may be terminated (a) by OWNER with or without cause upon seven (7) days' written notice to ENGINEER, and (b) by ENGINEER for cause upon seven (7) days' written notice to OWNER. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

4.2 OWNER and ENGINEER, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.

4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

4.4 The relationship of the parties hereto shall be as provided for in this Agreement, and the ENGINEER shall in no fashion be deemed to be an employee of the OWNER. In that regard, the ENGINEER and all of the ENGINEER'S personnel, employees, agents, contractors, consultants, and the like shall not be employees of the OWNER. Furthermore, the ENGINEER shall have all responsibility to pay all of its employees, consultants, agents, contractors and the like, including but not limited to, Social Security contributions, unemployment, Workmen's Compensation tax, and any other benefits, and the OWNER shall not be responsible for same, but rather, the compensation to be paid hereunder by the OWNER to the ENGINEER shall be the full compensation and monies required of the OWNER. Furthermore, the ENGINEER shall cause all of its bills to be paid promptly and shall not cause any claims, mechanic's liens, or the like to be placed against the OWNER or any of its property for work performed hereunder by the ENGINEER or anyone hired or utilized by the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Robe Anderson Stats

ATTEST:

Sandra E Kennedy

APPROVED AS TO FORM AND LEGALITY:

City Attorney

ENGINEER:
RONALD L. BONAR & ASSOCIATES, INC.

By Ronald L Bonar
Ronald L. Bonar, President

CITY OF FORT WAYNE
MEMORANOUM OF AGREEMENT FOR
PROFESSIONAL & TECHNICAL SERVICES
(BOARO OF PUBLIC WORKS)

THIS AGREEMENT, entered into this 1st day of July, 1982, between THE CITY OF FORT WAYNE, INDIANA, OEPARTMENT OF COMMUNITY OEVELOPMENT ANO PLANNING, (hereinafter referred to as "CO & P") and THE CITY OF FORT WAYNE, INOIANA, BOARO OF PUBLIC WORKS (hereinafter referred to as "The Board").

WITNESSETH:

WHEREAS, the City of Fort Wayne had, under date of July 1, 1982, entered into an agreement with the United States Department of Housing and Urban Development for providing financial aid to the City of Fort Wayne, to be administered by CO & P under the 1974, 1977, and 1980 Housing and Community Development Act.

WHEREAS, pursuant to such agreement, CO & P desires to engage the Board to render certain technical and professional services in connection with such undertakings of CO & P.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES - The Board shall perform necessary services provided under this Memorandum of Agreement in connection with the aforementioned Agreement between the City of Fort Wayne and the United States Oepartment of Housing and Urban Oevelopment required to carry out capital improvements in the target neighborhoods as identified by CO & P. These services shall include the following:

A. Upon receipt of request from CD & P, assign Board Order number, authorize preliminary engineering, and assign project to either street or light engineering and technical services.

B. Project Engineer will schedule time with Neighborhood Planner to walk through project area.

C. Provide engineers preliminary conceptual project design for Capital Improvement Projects to CD & P for approval. The engineer's preliminary conceptual design shall include a quarter section map drawing of the areas where the project is located; explanation of the proposed scope of project including any trees which are designated for removal; esitmated time of the proposed field survey according to the size of project; estimated time of project construction according to size of project.

D. Maintain contact with utilities throughout project to assure that existing services will not be disturbed or damaged.

E. Upon written notice of approval from CD & P, prepare final design plans.

F. Advertise approved project for bid in accordance with approved HUD guidelines and standards.

G. Provide engineers final project plans, cost estimate, and specifications to CD & P.

H. Upon receipt of bids, provide CD & P with engineers bid analysis tabulation and recommendation for contract award to CD & P for approval.

I. Upon receipt of written approval, award contract and issue Proceed Order.

J. Designated project engineer shall be responsible for requesting construction staking and inspection activities required.

K. Provide all project engineers drawings to surveyors and inspection divisions.

L. Conduct adequate inspections during work on project and accept project that complies with the contractual requirements.

M. Engineer will schedule walk through of completed project area with neighborhood planner prior to acceptance.

N. After receipt of invoice for contractor payment, verify and approve quantities. Submit engineer approved invoice to CD & P for processing and approval.

O. Insure that all costs charged to project, including survey and inspection work, are included in the total final project cost.

P. Following final inspection by engineer and neighborhood planner, process work order, close out project, and remove from active work list.

2. TIME OF PERFORMANCE - The services will commence on July 1, 1982, and shall be completed on June 30, 1983.

3. COMPENSATION - The Board shall be compensated for engineering services at the prevailing hourly rate for costs of services rendered and accepted under this Agreement and other approved allowable and allocable costs incidental to rendering those services.

4. METHOD OF PAYMENT - The Board shall submit monthly invoices in a form prescribed by CD & P through CO & P to the City Controller for payment of the costs incurred during the period billed.

5. TERMINATION FOR CONVENIENCE OF CD & P - CD & P may terminate this Agreement anytime by providing a written notice to the Baord at least thirty (30) days prior to the time the Agreement is to be terminated. If the Agreement is terminated by CD & P pursuant to this clause, the Board will be paid for the services provided up to the termination date. In the event of termination pursuant to this clause, all work, including finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Board under this Agreement shall at the option of CD & P become CD & P's property.

6. CHANGES - CD & P may, at any time, by written order, make changes within the general scope of this Agreement. If any such change results in an increase or decrease in the cost of performance of any work under this contract, whether changed or not by such order, shall result in an equitable adjustment to be made in the limitation cost. Any claim by the Baord for adjustment under this clause shall be submitted to CD & P in writing within thrity (30) days after issuance of the change order. All such change orders and resultant compensation shall be incorporated in written amendments to this Agreement.

7. INSPECTION OF SERVICES - CD & P shall at all reasonable times have access to the pertinent offices and work sites and books and records of the Board for inspection of the services performed under this Agreement.

8. RECORDS AND AUDITS - The Board shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be required by the City, or by federal or state statutes, rules, or regulations to assure proper account for all project funds, both federal and nonfederal. These records will be made available for audit purposes to CD & P, the City of Fort Wayne, or any authorized federal or state government agency, and will be retained for three (3) years after the expiration of this Agreement.

9. INFORMATION CONFIDENTIAL - All of the reports, information, data, and all other work product or assembled by the Board under this Agreement shall not be made available to any individual or organization without the prior written approval of CD & P.

10. COPYRIGHT - No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Board or its employees.

11. ASSIGNABILITY - The Board shall not assign any interest in this Agreement, and shall not transfer any interest in the same, (whether by assignment or novation), without the prior written consent of the CD & P thereto.

12. SUBCONTRACTING - None of the services covered by this Agreement shall be subcontracted or contracted out without the prior written consent of CD & P.

13. CONFLICT OF INTEREST - The Board covenants that it and none of its employees presently have any interest and shall not acquire any interest, direct or indirect, in the CD & P program area of the City of Fort Wayne, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its or its employees services hereunder. The Board further covenants that in the performance of this Agreement no person having any such interest shall be employed.

14. EQUAL EMPLOYMENT OPPORTUNITY - All agreements and subagreements in excess of Ten Thousand Dollars ($10,000.00) will comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as supplemented by appropriate regulations. The Board or any subgrantees shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of that plan. The Board shall establish procedures to assure compliance with this requirement by any subcontractors and will assure that suspected or reported violations are promptly investigated and reported.

15. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 -

(a) No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES.

(a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 required that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development including all applicable rules and orders of the Department issued prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Board will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Board will include this Section ... for work in connection with the project ... the applicant for or recipient of fede... appropriate action pursuant to the sub... subcontractor is in violation of regul... of Housing and Urban Development, 24 C... subcontract with any subcontractor whe... that the latter has been found in viol... CFR Part 135 and will not let any subc... has first provided it with a prelimina... ply with the requirements of these reg...

...subcontract ...direction of ...tance, take ...nding that the ...he Secretary ...Board will not ...r knowledge ...ns under 24 ...subcontractor ...ility to com-

(e) Compliance with the provisions of ... forth in 24 CFR Part 135, and all appl... Department issued hereunder prior to t... shall be a condition of the Federal f... the project, binding upon the applica... tance, its successors and assigns. ... ments shall subject the applicant or ... subcontractors, its successors and as... fied by the grant or loan agreement o... assistance is provided, and to such s... CFR Part 135.

...lations set ...rders of the ...e Agreement, ...provided to ...such assis- ...hese require- ...actors and ...tions speci- ...which Federal ...ified by 24

17. SECTION 503 HANDICAPPED (IF $2,500 OR ... CAPPED WORKERS

...CTION FOR HAN-

(a) The Board will not discriminate ag... for employment because of physical or ... position for which the employee or app... fied. The Board agrees to take affirm... in employment and otherwise treat qual... without discrimination based upon thei... in all employment practices such as th... demotion or transfer, recruitment, adv... rates of pay or other forms of compens... including apprenticeship.

...or applicant ...regard to any ...nt is quali- ...loy, advance ...individuals ...l handicap ...ment, upgrading, ...or termination, ...n for training,

(b) The Board agrees to comply with the ... orders of the Secretary of Labor issued ...

...s, and relevant ...ct.

(c) In the event of the Board's noncompli... this clause, actions for noncompliance may ... the rules, regulations, and relevant orders ... issued pursuant to the Act.

...equirements of ...ccordance with ...tary of Labor

(d) The Board agrees to post in conspicuous p... ployees and applicants for employment, notices ... scribed by the Director, provided by or throug... Such notices shall state the Commission's obli... take affirmative action to employ and advance ... handicapped employees and applicants for emplo... applicants and employees.

...able to em- ...to be pre- ...acting officer. ...r the law to ...nt qualified ...the rights of

(e) The Board will notify each labor union or ... with which it has a collective bargaining agre... understanding, that the Board is bound by the ... the Rehabilitation Act of 1973, and is commit... action to employ and advance in employment ph... handicapped individuals.

...tive of workers ...her contract ...ection 503 of ...affirmative ...mentally

(f) The Board will include the provisions of ... contract or purchase order to $2,500 or more ... regulations, or orders of the Secretary issued ... of the Act, so that such provisions will be bi... tractor with respect to any subcontract or pu... tor of the Office of Federal Contract Complian... enforce such provisions, including action for ...

...in every sub- ...ted by rules, ...o Section 503 ...each subcon- ...as the Direc- ...may direct to ...ce.

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18. SECTION 402 (IF $10,000 OR OVER) AFFIRMATIVE ACTION OR OISABLEO VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The Board will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Board agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment, upgrading, demolition, or transfer recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Board agrees that all suitable employment openings of the Board which exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement and including those occurring at an establishment of the Board other than the one wherein the Agreement is being performed but excluding those of independently operated corporated affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Board further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relive the Board from any requirements in Executive Orders or regulations regarding nondescrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Boaro has more than one hiring location in the state, with the central office of that state employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Board shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Agreement identifying data for each hiring location. The Board shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under this Agreement, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the CD & P Director or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the Board becomes contractually bound to the listing provisions of this clause, it shall advise the mployment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the Board is contractually bound to these provisions and has so advised the state system there is no need to advise the state system of subsequent contracts. The Board may advise the state system when it is no longer bound by this Agreement clause.

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(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the Board proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office, laborers and mecnanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the Commission proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the government. (2) "Appropriate office of the state employment service system" means the local office of the federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. (3) "Openings which the Board proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the Board's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Board proposed outside the Board's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Board proposes to fill from regularly established "recall" lists. (4) "Openings which the Board proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Board proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Board and representatives of his employees.

(i) The Board agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Board's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The Board agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Oirector, provided by or through the contracting officer. Such notice shall state the Board's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The Board will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Board is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans of the Vietnam era.

(m) The Board will include the provisions of this clause in every subcontractor or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Board will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

19. AGREEMENT CONTINGENT ON FEDERAL FUNDING - Funding for the services to be rendered under this Agreement is provided under a Community Development Block Grant. Continuance of this Agreement is contingent upon the continuing provision of funds under a Community Development Block Grant.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Abraham K. Farkas, Director
Community Development & Planning

Roberta Anderson Staten, Member

Betty R. Collins, Member

72-81-X2
9/8/82
H.I.

SEWER IMPROVEMENT RESOLUTION NO. 373-B2

GROUP B - SEWER REPAIRS FOR THE CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repairs of several sewer segments, which from their size and character, are necessary for the collection of wastewater discharges by its users, and because their integrity must be kept, are hereby ordered.

Federal Emergency Management Agency - Damage Survey Report Numbers

047089 - Intersection of Cody & Pemberton

047093 - Sewer Cleaning & Manhole Repair, Nebraska Area

047241 - Manhole Repair, Broadway and Rudisill Blvd.

047242 - 1314 North Harrison

047243 - 512 Wagner

Scope of Proposed Work

The work requires the spot repair and/or replacement of five (5) sewer segments and their appurtenances in accordance with the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works.

The total cost of said sewer improvements shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 8 day of September, 19B2.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

770

R E S O L U T I O N

72-78-26

WHEREAS, HOUSE OF THE HOLY SPIRIT CHURCH, has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

> The first alley south of Taylor Street from the east property line ofPhenie Street to the west property line of the first alley east of Phenie Street, more particularly described as follows, to-wit:
>
> Beginning at the Northwest corner of Lot #12 in Michael's Addition, said point also being the intersection of the south right-of-way line of an east-west alley and the east right-of-way line of Phenie Street; thence east along the north line of said Lot # 12 a distance of 150 feet to its northeast corner; thence north and parallel to the east right-of-way line of Phenie Street a distance of seven feet to the southeast corner of a parcel of ground known as part of Lot #17 in Ewing's Out Lots; thence west along the south line of said corner also being theintersection of the north line of an east/west alley and the east line of Phenie Street; thence south along the east right-of-way line of Phenie Street a distance of seven feet to the Point of Beginning

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-74-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public alley has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public alley hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public alley hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public alley or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

I, Stephen G. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held September 1, 1982, and as same appears of record in the official records of said Board of Public Works.

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DATED THIS 1st DAY OF September 1982.

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

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72-72-17
8/25/82
H.I.

STREET LIGHTING RESOLUTION

No. 162-82

Lough Nest

Be it hereby resolved by the Board of Public Works of the City of Fort Wayne, Indiana that it is deamed necessary to improve Lough Nest by installing ornamental street lighting with underground wiring all in accordance with the plan and specifications on file in the Board of Public Works of said City and said improvement is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal foot of property shall be assessed upon realestate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at one-half (1/2) the local prime rate on this date but not lower than nine (9) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property and collection of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 25th day of August 1982.

BOARD OF PUBLIC WORKS

Chairman

Attest:

Clerk

T/B

72-72-15
8/25/82
H.I.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5953 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. HIAWATHA BLVD. - From the north pavement line of Engle Road to its northeasterly terminus.

2. MEDA PASS - From the north pavement line of Engle Road to the south curb line of Ojibway Trail.

3. ALCONQUIN PASS - From the northwest curb line of Wawonaissa Trail to the southeast curb line of Hiawatha Blvd.

4. WENDIGO LANE - From the northwest curb line of Hiawatha Blvd. to the east curb line of Wenonah Lane.

5. INDIAN VILLACE BLVD. - From the southeast curb line of Wawonaissa Trail to the northwest curb line of Nokomis Road.

6. WENONAH LANE - From the north curb line of Engle Road to the south curb line of Ojibway Trail.

7. NOKOMIS ROAD - From the east curb line of Wawonaissa Trail to the southwest curb line of Opechee Way.

8. HUESTIS AVENUE - From the west curb line of Thompson Avenue to its western terminus.

9. BROWN STREET - From the east property line of Frary Avenue to its western terminus.

10. EBY AVENUE - From the west curb line of Brooklyn Avenue to the west property line of Bevel Avenue.

11. ONTARIO CIRCLE - From the south curb line of Ontario Avenue (as platted west) to Ontario Avenue (as platted east).

12. SCOTT AVENUE - From the west curb line of Broadway to the east curb line of Thompson Avenue.

13. MAPLE AVENUE - From the west curb line of Broadway to the east curb line of Thompson Avenue.

14. FAY DRIVE - From the west property line of Lot #8 (house #1331) Fay Place Ext. to the west one-half of Lot #13 (house #1311) Fay Place Ext.

15. STATE BLVD. - From the east property line of Parnell to the east property line of Woodward Avenue

16. DELAWARE AVE. - From the east curb line of St. Joe Blvd. to the east property line of Alabama Avenue.

17. KENTUCKY AVE. - From the north curb line of Tennessee Avenue to the south curb line of State Blvd.

18. FOREST AVE. - From the east curb line of Kentucky Avenue to the west curb line of Randallia Drive.

19. EAST DRIVE - From the north curb line of Dodge Avenue to the south curb line of Curdes Avenue.

20. CURDES AVE. - From the southeast curb line of Crescent Avenue to the west pavement line of Carew Street.

21. FLORIDA DR. - From the southeast curb line of Crescent Avenue to the north curb line of State Blvd.

IMPROVEMENT RESOLUTION NO. 5953 - 1982

22. BUENA VISTA - From the north curb line of Dodge Avenue to the southeast curb line of Lawndale Drive.

23. GLENWOOD AVENUE - From the east curb line of Rolston Street to the west curb line of Beacon Street.

24. DODGE AVENUE - From the east pavement line of Kentucky Avenue to the northwest curb line of Crescent Avenue.

25. CURDES AVENUE - From the west curb line of Santa Rosa Drive to its western terminus.

26. DODGE AVENUE - From the west pavement line of Santa Rosa to a point 350 feet west thereof.

27. CHARLOTTE AVENUE - From the west curb line of Santa Rosa Drive to a point 355 feet west thereof.

28. SANTA ROSA DRIVE - From the north property line of the first lot north of Lynn Ave. to the south pavement line of Kenwood Avenue.

29. DOVER DRIVE - From the east curb line of Sherborne Blvd. to a point 50 feet east of Bosworth Drive.

30. FREEMAN ST. - From the south pavement line of Taylor Street to the north pavement line of Covington Road.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1982."

ADOPTED, This 25th day of August, 1982.

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

72-C-34
8/18/82

SEWER IMPROVEMENT RESOLUTION NO. 368-1982

CATCH BASINS AND 15" SEWER OUTFALL AT
SPY RUN AND GRISWOLD (ELIZABETH)

STORM SEWER REPAIR PROJECT

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repair of a combination sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

Federal Emergency Management Agency Damage Survey Report #044897.

SCOPE OF PROPOSED WORK

Repace 12" and 15" sewer and catch basins, restore asphalt pavement, curb, and sidewalk. Remove silt from 15" outfall pipe.

Said sewer is 12" and 15" in diameter, with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement sball be in accordance with tbe terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 18th day of August, 1982.

BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk, Board of Public Works

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

80

82-014266

72-68-31
8/18/82
H. I.

RELEASE OF EASEMENT

For One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, received of Southtown Mall Development Company, an Indiana general partnership, with an office at 155 West Washington Street, c/o Melvin Simon & Associates, Inc., Indianapolis, Indiana 46207, the City of Fort Wayne, Allen County, Indiana (hereinafter referred to as the "City") hereby releases conveys and quit-claims unto Southtown Mall Development Company, its heirs and assigns, all the right, title and interest vested in the City by virtue of that certain sewer easement resolution number 163-78 dated January 24, 1979 affecting that certain parcel of land situated in Wayne Township, Allen County, Indiana, more particularly described as follows:

A twenty foot (20') in uniform width Permanent Easement on space now or formerly owned by H. W. and E. M. Poehler as recorded in Deed Book 354, page 164, and space now or formerly owned by South(d)town Realty Co. as recorded in Deed Book 697, pages 17-19; the centerline of which is described as follows:

Commencing at an iron pin located at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 36, Township 30 North, Range 12 East; thence, North 1° 34' West a distance of 876.65 feet; thence South 77° 37' East a distance of 28.5 feet; thence South 69° 03' East a distance of 301.8 feet; thence South 86° 31' East a distance of 493.25 feet; thence South 88° 96' East, a distance of 317.8 feet to the true point of beginning of said permanent easement; thence continuing South 88° 96' East a distance of 290 feet to an existing manhole, this being the point of termination of said Permanent Easement.

Southtown shall indemnify, defend and hold harmless the City, its heirs, successors and assigns from and against any and all loss, cost, damage and expense arising out of or resulting from any abandoned sanitary sewers and force mains of the City located in the above released easements.

IN WITNESS WHEREOF, the City of Fort Wayne, Allen

DULY ENTERED FOR TAXATION
AUG 26 1982
Auditor of Allen County

WPCE-Box

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ADAIR, PERRY, BEERS, MALLERS & LARMORE, ATTORNEYS, FORT WAYNE, INDIANA

AUG 26 1982 at 1:55 pm
ALLEN COUNTY RECORDER

County, Indiana, by and through its Board of Public Works, has caused these presents to be executed this 18th day of August, 1982.

BOARD OF PUBLIC WORKS

By: _____
Stephen A. Bailey, Chairman

By: _____
Roberta Anderson Staten, Member

By: _____
Betty R. Collins, Member

ATTEST:

_____
Sandra E. Kennedy, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Stephen A. Bailey, Chairman; Roberta Anderson Staten, Member; Betty R. Collins, Member; and Sandra E. Kennedy, Clerk; of the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, who acknowledged the execution of and the authority to execute the above and foregoing instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 18th day of August, 1982.

_____
Notary Public

My Commission Expires:
SHARON J. HELMSING, Notary Public
Resident of Allen County
My Commission Expires July 6, 1986

A resident of Allen County.

This instrument prepared by George P. Mallers of Adair, Perry, Beers, Mallers & Larmore, Members, Allen County, Indiana Bar Association.

ADAIR, PERRY, BEERS, MALLERS & LARMORE, ATTORNEYS, FORT WAYNE, INDIANA

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72-68-30
8/18/82 H I.
S-179-82
9/28/82

AMENDMENT TO WATER AGREEMENT
BY AND BETWEEN THE CITIES OF
FORT WAYNE AND NEW HAVEN

WHEREAS the City of Fort Wayne and the Town (now City) of New Haven, both of Allen County, Indiana entered into an agreement on the 26th day of September, 1960 for the purchase of water by the City of New Haven from the City of Fort Wayne all as more specifically set forth in said agreement; and

WHEREAS the City of Fort Wayne and the City of New Haven did on the 18th day of April, 1966 execute an amendment to said water agreement dated September 26, 1960; and

WHEREAS the City of New Haven is desirous of constructing at its expense an additional water line and connecting the same to a City of Fort Wayne feeder water line in the vicinity of the Moeller and Adams Center Road which shall constitute its second metered connection point into the Fort Wayne feeder line for the purpose of servicing the area described in the prior agreement and amendment thereto with a reliable and assured source of water; and

WHEREAS the City of New Haven will be required to issue water works revenue bonds in an amount sufficient to pay for the costs of constructing the additional water line to connect to the City of Fort Wayne feeder water line in addition to other water works improvements that may be required; and

WHEREAS the City of New Haven has not violated any of the terms and conditions of the agreement executed by the two cities on September 26, 1960 as amended on the 18th day of April, 1966, and the parties agree that said agreement is in full force and effect as of the dates hereof.

NOW THEREFORE the City of Fort Wayne and the City of New Haven agree as follows:

1. Fort Wayne will furnish a master meter designed to allow a flow of water of 1,980 gallons per minute, at a pressure to satisfy New Haven's requirements at the point of connection to the "area", in the general location of the junction of Adams Center Road and Moeller Road in Adams Township, Allen County, Indiana.

CR

Fort Wayne will sell and deliver to New Haven through said meter at the junction of the Adams Center Road and Moeller Road such quantities of City treated water as New Haven may require to service the "area". In any event, the combined maximum amount of water to be supplied through the two (2) connections in any twenty-four (24) hour period shall be three million (3,000,000) gallons.

2. New Haven will construct and pay for, and/or furnish, all additional water lines and facilities necessary to connect to the existing Fort Wayne feeder line in the vicinity of the Adams Center and Moeller Road, and New Haven agrees to pay for all water delivered to it at the two (2) connections made to the Fort Wayne feederlines in accordance with the schedule of rates for water service as adopted by the Common Council of the City of Fort Wayne and approved by the Public Service Commission of Indiana, and the Rules and Regulations of the Fort Wayne Water Utility, as amended from time to time and adopted by the Board of Public Works of the City of Fort Wayne.

3. Each party shall be considered the owner of that portion of the water facility to be constructed and/or furnished by it, and each party shall pay the cost of construction of whatever facilities are required by it to carry out the terms of this agreement, which cost shall include, but is not limited to the obtaining of easements and rights of ways, and each party shall be responsible for the proper maintenance of its own water facilities.

4. The City of Fort Wayne or its Water Works Department shall not be liable for any failure to deliver water as provided herein in case such failure is caused by strikes, acts of God, unavoidable accidents, or other contingencies beyond its control and without its fault.

5. This agreement shall be subject to ratification or approval by the Boards of Public Works, the Mayors and Common Councils of the City of Fort Wayne and the City of New Haven, and the Public Service Commission of Indiana, and upon securing of said ratification or approval the parties agree to forthwith proceed with the construction

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and operation of the facilities necessary to carry out the terms of this agreement.

6. The entire agreement for the supply of water by the City of Fort Wayne and purchase thereof by the City of New Haven shall continue uninterruptedly for a period of 30 years after the date water is first furnished by Fort Wayne to New Haven at the additional connection to be made in the vicinity of the Adams Center and Moeller Road. At the end of said 30 year period this agreement for the suppy and purchase of water shall continue uninterruptedly on a day to day basis provided, however, Fort Wayne reserves the option to renegotiate or terminate this agreement for the supplying of water to New Haven on a day to day basis after the expiration of said 30 year period, in the event the average daily pumping of water over any continuous six (6) months period (through the two (2) connections) computed either during said thirty (30) year period or thereafter, shall exceed a total of One Million Five Hundred Thousand (1,500,000) gallons per day. In the event notice of renegotiation is given under this clause, such negotiations shall begin forthwith. In the event notice of termination is given under this clause, the notice of termination shall be given at least three (3) years prior to the actual termination of the supply of water. In no event may or shall this agreement be terminated or renegotiated by the parties hereto within 30 years after the date water is first furnished by Fort Wayne to New Haven at the additional connection after approval hereof.

7. New Haven agrees that all future water facilities constructed by it in the "area" shall be in compliance with the minimum Fort Wayne Water Utility "Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains", "Construction Standards" and "Water Main and Water Service Materials Standards" of the latest revision.

8. New Haven agrees to notify Fort Wayne in advance of the proposed service to be extended to a substantial user in the "area."

9. All of the terms and conditions of the agreement between the parties hereto dated September 26, 1960 as amended on April 18, 1966 and not amended by this agreement shall continue to be in full force and effect.

CRL

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year as herein shown.

Approved and executed by the City of Fort Wayne on the 18th day of August, 1982.

ATTEST:

City Clerk
(Seal)

ATTEST:

Secretary to Board

CITY OF FORT WAYNE

By _____
Its Mayor

By _____

_____

Its Board of Public Works

Approved as to form and legality:

Attorney for the City of Fort Wayne, Allen County, Indiana

Approved and executed by the City of New Haven on the 4th day of May, 1982.

ATTEST:

Clerk-Treasurer

CITY OF NEW HAVEN

By _____
Its Mayor

By _____

_____

_____

Its Board of Public Works and Safety

Approved as to form and legality

Attorney for the City of New Haven, Allen County, Indiana

APPROVED _____
(Date)

PUBLIC SERVICE COMMISSION OF THE STATE OF INDIANA

_____

_____

_____

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Form 1979

Improvement Resolution

FOR STREET OR ALLEY

72-68-29
8/18/82
H. I.

No. 5950 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve State Blvd. from the east end of the bridge to Parnell Avenue. The improvement will consist of reconstruction of storm sewer system, widening, resurfacing of the street and construction of new sidewalks, as well as new street lighting.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne from LRS Funds.

Adopted, this 18th *day of* August, 1982

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson

CALHOUN PRESS

8

13-63-28
8/18/82
H.I.

SEWER IMPROVEMENT RESOLUTION NO. 364 -82

GROUP 3 - SEWER REPAIRS FOR THE CITY OF FORT WAYNE

RESOLVED by the 8oard of Public Works of the City of Fort Wayne, Indiana, that the emergency repairs of several sewer segments, which from their size and character, are necessary for the collection of wastewater discharges by its users, and because their integrity must be kept, are hereby ordered.

Federal Emergency Management Agency - Damage Survey Report Numbers

044894 - Washington to Berry

044896 - Harrison - Main to Pearl

044895 - Alley between Harrison & Calhoun, North of Main

Scope of Proposed Work

The work requires the spot repair and/or replacement of three (3) sewer segments and their appurtenances in accordance with the plans, profiles, special provisions and specifications now on file in the office of the 8oard of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the office of the Board of Public Works.

The total cost of said sewer improvements shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Oisaster Aid Funds.

ADOPTED this 18th day of August, 1982.

CITY OF FORT WAYNE, INDIANA
8OARD OF PU8LIC WORKS

Stephen A. 8ailey, Chairman

Roberta Anderson Staten, Member

8etty R. Collins, Member

ATTEST:

Sandra E. Kennedy,
Clerk

84

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5952 -1982

77-68-27
8/18/82
H-I,

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. NORTH HIGHLANDS BLVD. - From the north curb line of Clover Lane to the south curb line of Huffman Blvd.

2. CHEROKEE ROAD - From the east curb line of Rumsey Avenue to the west curb line of North Highlands Blvd.

3. HINTON DRIVE - From the north curb line of Emerson Avenue to the south curb line of Clover Lane.

4. WELLS STREET - From the north curb line of Huffman Blvd. to the south curb line of State Blvd.

5. FLORENCE AVE. - From a point 100 Ft. west of Sherman Blvd. to the east curb line of St. Marys Ave.

* 6. ST. MARYS AVE. - From the north curb line of Spring Street to the south curb line of State Blvd.

7. FRANKLIN AVE. - From the north curb line of Spring Street to the south curb line of Huffman Blvd.

8. STRAND ROAD - From the northeast curb line of Schilling Avenue to the southwest curb line of Cherokee Road.

9. JESSIE AVENUE - From the north curb line of Archer Avenue to the south curb line of State Blvd.

10. TENNESSEE AVE. - From the east curb line of Spy Run Avenue east to the St. Joe River Bridge approach.

11. SHERMAN BLVD. - From the north pavement line of Franke Park Dr. to the south pavement line of Coliseum Blvd. west (except that portion already repaired and resurfaced).

12. EASTBROOK DRIVE - From the northeast curb line of Clinton Street to the west curb line of Oakridge Rd.

13. FAIRHILL ROAD - From the south curb line of Cherokee Road to the north curb line of Spring Street.

14. SCHILLING AVENUE - From the north curb line of Spring Street to the south curb line of Emerson Avenue.

15. LINDENWOOD AVENUE - From the north curb line of Spring Street to the south pavement line of State Blvd.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

* ALTERNATE --- See Estimated Quantities ---

IMPROVEMENT RESOLUTION FOR STREETS

NO. 5952 - 1982

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1982."

ADOPTED, This 18th day of August, 1982.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

H.I.

72-62-30
A RESOLUTION
OF
THE BOARD OF PUBLIC WORKS
OF
THE CITY OF FORT WAYNE, INDIANA

COMES NOW the Board of Public Works of the City of Fort Wayne, Indiana, by unanimous agreement of all of its members, and adopts the Resolution herein made:

BE IT RESOLVED that it is hereby declared in the Water Account of the Fort Wayne Power and Light Utility a surplus of Four Million Five Hundred Thousand and no/100 Dollars ($4,500,000.00);

BE IT FURTHER RESOLVED that authority is hereby given to transfer said surplus funds of $4,500,000.00 in the Water Account to the General Fund of the City of Fort Wayne, Indiana for purposes of funding the City's guarantee amount as referenced in Special Ordinance No. S-129-82 adopted by the Common Council of the City of Fort Wayne, Indiana on August 3, 1982 and then approved by the Mayor on August 4, 1982;

BE IT FURTHER RESOLVED that said funds of $4,500,000.00 shall be immediately transferred to the General Fund of the City upon instruction by the Controller of the City of Fort Wayne, Indiana.

IN WITNESS WHEREOF, this Resolution herein has been passed and adopted this 11th day of August, 1982.

BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE

BY: _____
Stephen A. Bailey, Chairman

BY: _____
Roberta A. Staten, Member

BY: _____
Betty Collins, Member

ATTEST: _____
Sandra E. Kennedy, Clerk

B10

72-62-39
8/11/82

SEWER IMPROVEMENT RESDLUTION NO. 372-82

GRDUP 7 - SEWER REPAIRS FOR THE CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repairs of several sewer headwall structures, which from their size and character are storm relief discharge points in the sewer system, and because their integrity must be kept, are hereby ordered.

Federal Emergency Management Agency - Damage Survey Report Numbers

O44875 - North of Charlotte Avenue Pump Station
O44876 - North Side Drive & Kenwood Avenue
O44877 - North Side Drive & Vance Avenue
D44878 - Woodrow Avenue & St. Joseph River Drive
O44879 - North of Parnell Avenue Bridge
O44880 - South of Tennessee Avenue Bridge
O44881 - Prospect Avenue & Griswold Drive
O44882 - East of Coombs Street Bridge
D44883 - South of Railroad Bridge & Jefferson Street
O44898 - Riverside Ave. & Griswold Drive
O44899 - Lawton Place & Griswold Drive
D44900 - West of Coombs Street Bridge

Scope of Proposed Work

The work requires the spot repair and/or replacement of twelve (12) sewer headwall structures and their appurtenances in accordance with the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Dffice of the Board of Public Works.

The total cost of said sewer improvements shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADDPTED this 11 th day of August, 1982.

CITY DF FDRT WAYNE, INDIANA
BOARD DF PUBLIC WDRKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy,
Clerk

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MEMORANDUM OF AGREEMENT

22-62-25
8/11/82

AGREEMENT, entered into this date, August 11, 1982, by and between the City of Fort Wayne City Utilities (hereinafter called Utilities) and the Fort Wayne Park Board (hereinafter called Park) is for the right of access along the river and across the Water Filtration Plant property. The purpose of said access is to provide for a public trail system.

NOW, THEREFORE

The Utilities agrees to:

1. Allow Park access to Filtration Plant property for the purpose of developing an 8 foot asphalt trail along the river (see attached print).
2. Allow public use of the trail at no cost to the users.
3. Continue routine maintenance of adjacent grounds along the trail.
4. Keep the gates open each day for public use.

The Park agrees to:

1. Develop the asphalt trail at Park expense.
2. Maintain the trail to keep it clean and safe.
3. Provide landscaping at the site (as per attached plan).
4. Provide a gate at the entrance to the site from the east.
5. Repair any occurence of vandalism to the Filtration Plant under one hundred dollars ($100.00).

It is further agreed that if or when a major vandalism is experienced on the property as a result of public use of the trail, the Board of Public Works shall have the right to close off the trail's access across the property. It is the intention of the parties to provide public use of said trail unless such use becomes a threat to the security of the Water Treatment Facilities.

BOARD OF PUBLIC WORKS

Robert Anderson

8-11-83 Date

PARK BOARD

8/26/82 Date

88

82-61-22
8/11/82
H. I.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5951 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. WABASH AVENUE - From the south curb line of Maumee Avenue to the north property line of Wayne Trace.

2. HOLLY AVENUE - From the south curb line of Raymond Avenue to the north curb line of Pontiac Street.

3. FELICIAN ST. - From the east curb line of Birchwood Avenue to the west curb curb line of Woodside.

4. RAYMOND AVE. - From the east curb line of Birchwood Avenue to the east property line of Fleetwood Avenue.

5. NEW HAVEN AVENUE - From the east curb line of Wayne Trace to the east property line of Birchwood Avenue.

6. TECUMSEH STREET - From the north curb line of Lake Avenue to the south curb line of Tennessee Avenue.

7. DELTA BLVD. - From the north curb line of Columbia Avenue to the south curb line of Lake Avenue.

8. CREIGHTON AVE. - From the east curb line of Hanna Street to the east property line of Winter Street.

9. FOREST VALLEY DRIVE - From the south property line of Forest Downs Drive to the south property line of Lot #128, Lake Forest Section III (House No. 1631).

10. GRANDEUR DRIVE - From the south pavement line of State Blvd. to the north curb line of Monarch Drive.

11. MONARCH DRIVE - From the east pavement line of Maplecrest Road to the west curb line of Forest Downs Drive.

12. COUNTESS DRIVE - From the west property line of Montgomery Court to the east property line of Lot #125, Monarch Park Addition, Section B, (House No. 5914).

13. WARREN STREET - From the south curb line of Maumee Avenue to the south property line of Pittsburg Street.

14. PENNSYLVANIA ST. - From the east curb line of Lumbard Street to the west pavement line of Edsall Avenue.

15. McDONALD STREET - From the east pavement line of Edsall Avenue to the west curb line of Kitch Street.

16. PITTSBURG ST. - From the east curb line of Warren Street to the west pavement line of Edsall Avenue.

17. WINCH ST. - From the east curb line of Warren Street to a point 100± Ft. east of the east curb line of Lumbard Street.

ALTERNATE STREETS

1. LAKE AVE. - From the east curb line of St. Joe Blvd. to the west curb line of Crescent Avenue.

2. COLUMBIA AVE. - From the east curb line of St. Joseph Blvd. to the west curb line of Crescent Ave.

3. COLUMBIA AVE. - From the east curb line of Delta Blvd. to the west curb line of Anthony Blvd.

IMPROVEMENT RESOLUTION NO. 5951 - 1982

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1982."

ADOPTED, this 11th day of August, 1982.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

72-60-11
8/11/82

No. 5946 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve curbs and sidewalk within the WEST CENTRAL NEIGHBORHOOD at various locations along the following streets: Thieme Drive, Main St., Nelson Street, Berry Street, Wayne Street, Rockhill, Jackson Street, and Union St.; also known as WEST CENTRAL NEIGHBORHOOD IMPROVEMENT, PHASE VII

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid By Community Development & Planning.

Adopted, this 11th *day of* August, 1982.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson Dist

Barry L Collins

CALHOUN PRESS

ESTIMATE OF QUANTITIES

RES. NO. 5946 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE :

Project Name : WEST CENTRAL NEIGHBORHOOD, PHASE VII

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Concrete Removal	300	S.Y.				
2.	Curb Removal	1500	L.F.				
3.	ConcreteCurb Type III	700	L.F.				
4.	2 Ft. Curbface Walk	1,550	S.F.				
5.	4" Concrete Sidewalk	1,435	S.F.				
6.	Curbface Walk	825	S.F.				
7.	Wingwalk	55	S.F.				
8.	6" Concrete for Private Drives	15	S.Y.				
9.	Asphalt Patching	1600	L.F.				
10.	Topsoil	85	Ton				
11.	Adjust Casting to Grade	3	Ea.				
12.	Seed	175	S.Y.				
	SUB TOTAL						
	ALTERNATE ***						
1.	Concrete Removal	110	S.Y.				
2.	Curb Removal	700	L.F.				
3.	Concrete Curb Type III	140	L.F.				
4.	2 Ft. Curbface Walk	1120	S.F.				
5.	4" Concrete Sidewalk	990	S.F.				
	Sub Total						
	Engineering & Insoection						
	Total Estimated Cost						

Note :

Sheet 1 of 2

ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE :

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO. 5946 - 1982

Project Name : WEST CENTRAL NEIGHBORHOOD, PHASE VII

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
6.	Asphalt Patching	700	L.F.				
7.	Seed	100	S.Y.				
8.	Topsoil	50	Ton				
	ALTERNATE SUB TOTAL						
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note :

Sheet 2 of 2

77-57-20
8/4/82

HOLD HARMLESS AGREEMENT

This Agreement, made and entered into by and between ROTHERT, INC., d/b/a DuJOUR RESTAURANT, and the CITY OF FORT WAYNE, INDIANA.

WITNESSETH:

WHEREAS, DuJour intends to operate a sidewalk cafe at the corner of Pearl and Harrison Streets in Fort Wayne, Indiana, which sidewalk cafe shall be approximately 7 feet by 39 feet on the South side of the building presently occupied by DuJour; and

WHEREAS, the City of Fort Wayne is willing to allow the use of said sidewalk and adjacent areas for such purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. The City of Fort Wayne grants to Rothert, Inc., d/b/a DuJour, the right to use the approximately 7 feet by 39 feet space on the sidewalk as shown on the plot plan which is attached hereto, marked "Exhibit A", and made a part hereof.

2. Rothert, Inc. agrees that it will hold harmless and indemnify the City of Fort Wayne from and against all loss, liability, or expense that may be incurred by reason of the operation of such sidewalk cafe, and more particularly by reason of any accident or from any damage, neglect, or misadventure arising from or in any way growing out of the use of such area as a sidewalk cafe.

IN WITNESS WHEREOF the parties have set their hands this 3rd day of August, 1982.

ROTHERT, INC., d/b/a DuJOUR RESTAURANT

By: Lois Rothert
Lois Rothert, President

By: Roberta Anderson Staten
Roberta Anderson Staten, Member

THE CITY OF FORT WAYNE, INDIANA

By: Stephen A. Bailey
Stephen A. Bailey, Chairman, Board of Public Works

By: Betty R. Collins
Betty R. Collins, Member

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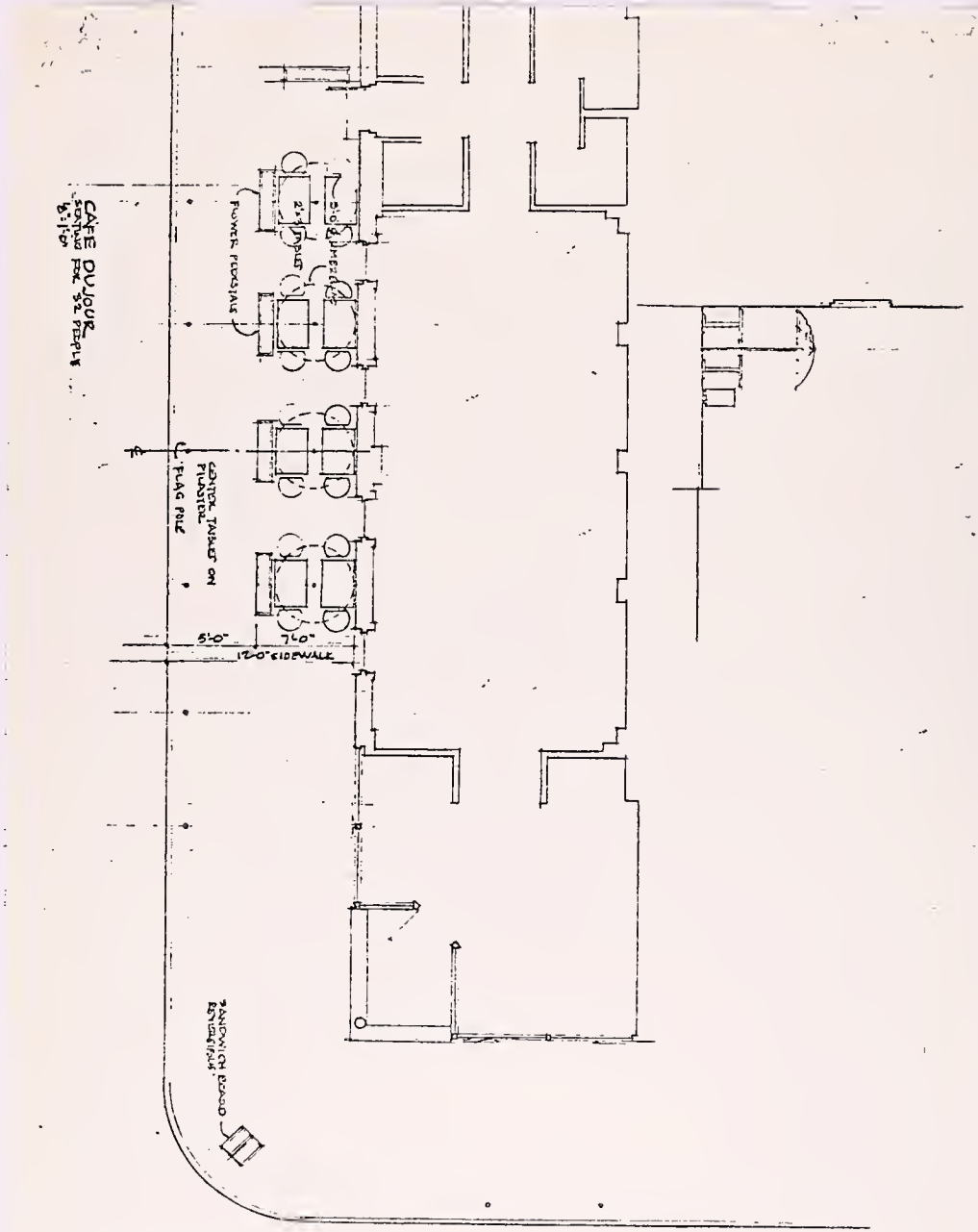
CAFE DU JOUR
SEATING FOR 30 PEOPLE
5'-10"
FLOWER PEDESTALS
2'-3" TABLES
5'-0" TABLES
CENTER TABLES ON PILASTER
FLAG POLE
5'-0"
7'-0"
12'-0" SIDEWALK
SANDWICH BOARD
ENCROACHMENT

Exhibit A.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5949 - 1982

82-56-10
8/4/82
H.I.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. CALHOUN STREET - From the north property line of Pontiac Street to the north curb line of Rudisill Blvd.

2. HARRISON STREET - From the south curb line of Creighton Avenue to the north curb line of Darrow Avenue.

3. WILDWOOD AVENUE - From the west curb line of South Wayne Avenue to the east curb line of Broadway.

4. LEITH STREET - From the east curb line of Calhoun Street to the west curb line of Hanna Street.

5. COTTAGE AVENUE - From the west curb line of South Wayne Avenue to the east curb line of Broadway.

6. CREIGHTON AVENUE - From the east curb line of Broadway to the west curb line of South Wayne Avenue.

7. ESMOND STREET - From the east curb line of Calhoun Street to the west curb line of Lafayette Street.

8. HOME AVENUE - From the west property line of Indiana Avenue to the west property line of South Wayne Avenue.

9. HOAGLAND AVENUE - From the south curb line of Creighton Avenue to the north curb line of Rudisill Blvd.

10. FOX AVENUE - From the south curb line of Creighton Avenue to the north curb line of Home Avenue.

11. BARR STREET - From the north property line of Oakdale Drive to the north curb line of Rudisill Blvd.

12. DALMAN AVENUE - From the east curb line of Fiqua Avenue to the west curb line of Lafayette Street.

13. KINNAIRD AVENUE - From the east curb line of Broadway to the east property line of Indiana Avenue.

14. GRACE AVENUE - From the east curb line of Broadway to the west curb line of Fox Avenue.

15. WILDWOOD AVENUE - From the east curb line of Calhoun Street to the west curb line of Clinton Street.

16. KINSMOOR AVENUE - From the west curb line of Beaver Avenue to the east curb line of Broadway.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

IMPROVEMENT RESOLUTION FOR STREETS

NO. 5949 - 1982

(Continued)

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1982."

ADOPTED, this 4th day of August, 1982.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

ESTIMATE OF QUANTITIES

RES. NO. 5949 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE
DATE :

W.O. # _____
Center Line Length _____
Property Frontage _____

Project Name : 1982 Asphalt Resurfacing - 5th Councilmanic Dist. (1982 Bond Issue)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Pavement Removal	10,455	S.Y.				
2.	H.A.C. #9 Binder	2,136	Ton				
3.	H.A.C. #11 Binder	5,329	Ton				
4.	H.A.C. A-2 Surface	5,479	Ton				
5.	Joint & Crack Sealer	11.47	Ton				
6.	Catch Basins Adjust & Set to Grade	72	Ea.				
7.	Manholes Adjust & Set to Grade	79	Ea.				
8.	Water Valves Adjust & Set to Grade	148	Ea.				
9.	Standard C.B.'s (Complete In Place)	70	Ea.				
10.	Petrotac 12" (In Place) See Spec.	2,640	L.F.				
11.	Roadglas 12" (In Place) See Spec.	2,640	L.F.				
	Sub Total						
	Engineering & Inspection 10%						
	Total Estimated Cost						

Note :

Sheet 1 of 1

ESTIMATE OF QUANTITIES

RES. NO. 5949 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE
DATE :

W.O. # _____
Center Line Length _____
Property Frontage _____

Project Name : 1982 Asphalt Resurfacing - 5th Councilmanic Dist. (1982 Bond Issue)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Pavement Removal	10,455	S.Y.	4	00	41,820	00
2.	H.A.C. #9 Binder	2,136	Ton	23	00	49,128	00
3.	H.A.C. #11 Binder	5,329	Ton	23	50	125,231	50
4.	H.A.C. A-2 Surface	5,479	Ton	24	50	134,235	50
5.	Joint & Crack Sealer	11.47	Ton	650	00	7,455	50
6.	Catch Basins Adjust & Set to Grade	72	Ea.	175	00	12,600	00
7.	Manholes Adjust & Set to Grade	79	Ea.	175	00	13,825	00
8.	Water Valves Adjust & Set to Grade	148	Ea.	65	00	9,620	00
9.	Standard C.B.'s (Complete In Place)	70	Ea.	1,200	00	84,000	00
10.	Petrotac 12" (In Place) See Spec.	2,640	L.F.		75	1,980	00
11.	Roadglas 12" (In Place) See Spec.	2,640	L.F.	1	50	3,960	00
	Sub Total					483,855	50
	Engineering & Inspection 10%					48,385	55
	Total Estimated Cost					532,241	05

Note :

Sheet 1 of 1

92.

82-53-29
7/28/82
H. I.

BOARD OF PUBLIC WORKS CONTRACT
ON BEHALF OF CITY UTILITIES
FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into on December 2nd, 1981, by and between CITY UTILITIES of the City of Fort Wayne, Indiana ("City Utilities") and ROBERT L. THOMPSON, JR., attorney, witnesseth that:

WHEREAS, in a letter dated November 20, 1981, William A. Black, the President of Indiana & Michigan Electric Company has notified Winfield C. Moses, Jr., the Mayor of the City of Fort Wayne that that Company will, in January 1981, file a petition with the Public Service Commission of the State of Indiana, requesting a general increase in its rates, and

WHEREAS, City Utilities has a very substantial electric account with Indiana & Michigan Electric Company, as does the City of Fort Wayne, and as do the citizens of the City of Fort Wayne, all of which will be substantially and adversely affected by an increase in their electric rates, and

WHEREAS, City Utilities has determined that it is in its best interests, as well as those of the City of Fort Wayne and its citizens, to prepare to and, ultimately to intervene in the proceedings before the Public Service Commission of Indiana upon such petition and participate therein in all respects, so as to assist in insuring that any rate increase granted in such proceedings is proper and fully justified, and

WHEREAS, pursuant to IC §18-1-21-4, the Board of Public Works of the City of Fort Wayne has the authority to contract for services to be rendered on behalf of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, employs Robert L. Thompson, Jr., attorney, as its special counsel to represent in all aspects of preparation for and participation in the foregoing proceedings.

2. Robert L. Thompson, Jr. agrees to serve in said capacity, and to take such action on behalf of City Utilities, in the name of the City of Fort Wayne, Indiana as may be necessary for said purpose.

3. City Utilities shall reimburse said attorney, in the performance of said services, for his out-of-pocket expenses incurred, including filing fees, long distance telephone charges, travel, overnight

lodging and out-of-town meal expenses, copy and duplication charges, and the like, and shall pay to said attorney, for his services, compensation at the rate of $50.00 per hour for work performed in his office, and at the rate of $65.00 per hour for work performed out of his office, in connection with his representation of City Utilities as set forth.

4. The maximum reimbursement for out-of-pocket expenses and compensation payable to said attorney under this Contract shall be the sum of $15,000.00.

Dated this 2nd day of December, 1981.

CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA

By _____

By _____

By _____

The Board of Public Works of the City of Fort Wayne, Indiana

By _____
Winfield C. Moses, Jr.

Mayor of the City of Fort Wayne, Indiana

_____
Robert L. Thompson, Jr.

ADDENDUM

The attached Board of Works Contract on Behalf of City Utilities for Special Attorney Services was signed and entered by the parties hereto in December, 1981. However, the signed copies thereof have been misplaced and cannot presently be located. This Addendum is for the purpose of acknowledging and recognizing the execution of said Contract, and the fact that the terms thereof are the currently effective agreement of the parties thereto.

Dated this 28 day of July, 1982

CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA

By _____

By _____

By _____

The Board of Public Works of The City of Fort Wayne, Indiana

By _____
Winfield C. Moses, Jr.

Mayor of the City of Fort Wayne, Indiana

_____
Robert L. Thompson, Jr.

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82-53-28
7/28/82
H. I.

BOARD OF PUBLIC WORKS CONTRACT
ON BEHALF OF CITY UTILITIES
FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into on July 28, 1982, by and between CITY UTILITIES of the City of Fort Wayne, Indiana ("City Utilities") and ROBERT L. THOMPSON, JR., attorney, witnesseth that:

WHEREAS, City Utilities presently has pending a petition before the Public Service Commission of Indian, under Cause No. 36906, entitled "IN THE MATTER OF THE PETITION OF THE CITY OF FORT WAYNE FOR PERMISSION TO ISSUE WATERWORKS REVENUE BONDS TO REFUND A SHORT TERM INDEBTEDNESS INCURRED FOR THE PURPOSE OF ACQUIRING WATER FACILITIES, AND FOR APPROVAL OF A NEW SCHEDULE OF WATER RATES AND CHARGES, which will require legal counsel for the purpose of the preparation, filing and presentation of testimony and related matters before said Commission, and

WHEREAS, the presentation of said Petition is a matter of extreme importance to City Utilities, and City Utilities has determined that it is desirable to retain special counsel experienced in such matters for the purpose of such presentation, and

WHEREAS, pursuant to IC 18-1-21-4, the Board of Public Works of the City of Fort Wayne has the authority to contract for services to be rendered on behalf of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, employs Robert L. Thompson, Jr., attorney, as its special counsel to represent it in all aspects of preparation for and participation in the proceedings before said Commission in Cause No. 36906.

2. Robert L. Thompson, Jr. agrees to serve in said capacity, and to take such action on behalf of City Utilities, in the name of the City of Fort Wayne, as may be directed and necessary for such purposes.

3. City Utilities shall reimburse said attorney, in the performance of said services, for his out-of-pocket expenses incurred, including filing fees, long distance telephone charges, travel, overnight lodging and out-of-town meal charges, copy and duplication charges,

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and the like, and shall pay to said attorney, for his services, compensation at the rate of $50.00 per hour for work performed in his offices, and at the rate of $65.00 per hour for work performed out of his offices, in connection with the representation of City Utilities as set forth.

4. The maximum reimbursement for out-of-pocket expenses and compensation payable to said attorney under this Contract shall be the sum of $15,000.00.

Dated this 28 day of July, 1982.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA

By _____

By _____

By _____

The Board of Public Works of the
City of Fort Wayne, Indiana

By _____
Winfield C. Moses, Jr.

Mayor of the City of Fort Wayne,
Indiana

_____
Robert L. Thompson, Jr.

94

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5948 - 1982

82-53-37
7/28/82
H.I.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1) HANNA STREET - From the south curb line of Rudisill Boulevard to the north curb line of Pettit Avenue.

2) SPATZ AVENUE - From the south curb line of McKinnie Avenue to the south property line of Sherwood Terrace.

3) SPATZ AVENUE - From the north property line of Maple Grove Avenue to the north curb line of Pettit Avenue.

4) MARCY LANE - From the east curb line of Werling Drive to a point 300 feet ± east thereof.

5) QUEEN STREET - From the northeast curb line of Standish Drive to the southwest curb line of Werling Drive.

6) WERLING DRIVE - From the northeast curb line of Plaza Drive to the southeast curb line of Queen Street (as platted west).

7) ATWOOD DRIVE - From the south curb line of West Colonial Avenue to the north curb line of Capitol Avenue.

8) WEISSER PARK AVENUE - From the south curb line of McKinnie Avenue to the north curb line of Pettit Avenue.

9) WEISSER PARK AVENUE - From the south curb line of Rudisill Boulevard to the north curb line of Baxter Street.

10) WEST COLONIAL AVENUE - From the east curb line of Anthony Boulevard to the west curb line of Plaza Drive.

11) WILLOUGHBY PLACE - From the north curb line of Werling Drive to its northern terminus.

12) BILLINGTON PLACE - From the north curb line of Werling Drive to its northern terminus.

13) S.W. ANTHONY WAYNE (Cul-De-Sac) - From S.W. Anthony Wayne Drive to its southeasterly terminus.

14) PETTIT AVENUE - From the east curb line of Hanna Street to the west curb line of Anthony Boulevard.

15) WINTER STREET - From the south curb line of McKinnie Avenue to the north curb line of Capitol Avenue.

16) WOODSDALE DRIVE - From the south curb line of Capitol Avenue to the north curb line of Maple Grove Avenue.

17) ROBERTA DRIVE - From the west curb line of Salem Lane to a point 380 feet southwest thereof.

18) SALEM LANE - From the south curb line of Maple Grove Avenue to the south property line of Roberta Drive.

19) PALISADE DRIVE - From the east curb line of Fruehauf Drive to the west curb line of Salem Lane.

IMPROVEMENT RESOLUTION
FOR STREETS

NO. 5948 - 1982

(Continued)

20) PALISADE DRIVE - From the west curb line of Radcliff Orive to the east property line of Cascade Orive.

21) ASHCROFT ORIVE - From the north property line of Lot #619, Anthony Wayne Village, to the west curb line of Salem Lane.

22) WINSTON ORIVE - From the north curb line of Andre Lane (as platted east) to the north curb line of Schaper Drive.

23) MARVIN ORIVE - From a point 200 feet north of Andre Lane to the northeast curb line of Austin Orive.

24) AUSTIN ORIVE - From the north property line of Marvin Orive (as platted east) to the northeast curb line of Schaper Orive.

25) MAPLE GROVE AVENUE - From the east curb line of Werling Orive to the west pavement line of Hessen Cassel Road.

26) CHRISTOFER LANE - From the west curb line of Salem Lane to the north property line of Lot #619 of Anthony Wayne Village.

27) MAULOIN ORIVE - From the east pavement line of Fruehauf Orive to the west curb line of Adams Street.

28) EVANS STREET - From the east curb line of Fruehauf Orive to the west curb line of Adams Street.

29) DREXEL AVENUE - From the east curb line of Fruehauf Orive to the west curb line of Adams Street.

30) TRENTMAN AVENUE - From the east curb line of Fruehauf Orive to the east property line of Lot #78, Pennsylvania Addition (House #2833).

31) TRAVERS PLACE - From the east curb line of Queen Street to its northeasterly terminus.

32) MAVERICK PLACE - From the east curb line of Queen Street to its northeasterly terminus.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1982."

ADOPTEO, this 28th day of July, 1982.

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARO OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

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83-013714

Movies
F 13
72-52-19
7/28/82
H.I.

AMENDED
AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 21st day of July, 1982, by and between the ASSOCIATON FOR RETARDED CITIZENS OF ALLEN COUNTY, INC., formerly known as ALLEN COUNTY ASSOCIATION FOR THE RETARDED, INC., said name change approved by the Board of said ALLEN COUNTY ASSOCIATION FOR THE RETARDED, INC., on February 22, 1982, and herinafter referred to as "DEVELOPER," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY."

1983 JUN 28 AM 10:30
ALLEN COUNTY RECORDER

WITNESSETH:

WHEREAS, the DEVELOPER did enter into a Sewer Extension Agreement on July 21, 1980 with the City of Fort Wayne and approved by the Common Council under Bill Number S-131-80 on October 28, 1980, and recorded in the Allen County Recorder's Office under Document Number 80-026268, and,

WHEREAS, the DEVELOPER did spend $5,008.00 for the installation of said sewer, and,

WHEREAS, the CITY did agree to collect connection fees and reimbursement fees from DEVELOPER for said costs, and,

WHEREAS, Article Four of said document recites the sum of 0.019092 per square foot for local connection fees, and,

WHEREAS, Exhibit "A" is a part of the Agreement and demonstrates the formulaiton of reimbursement to be $0.031465 per square foot as revised on July 30, 1980.

NOW, THEREFORE, in consideration of the foregoing and mutual convenants and agreements herinafeter set forth, the parties hereto agree as follows:

It is the intent of the recital of said Agreement for Sewer Extension dated July 21, 1980, that the figure recited, i. e. $0.019092 for charge against assessed area, was intended to be and is now corrected to read $0.031465, all to conform with the formula as set forth in Exhibit "A" revised July 30, 1980.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DULY ENTERED FOR TAXATION
JUN 28 1983
Gloria J. Gougleim
AUDITOR OF ALLEN COUNTY

WPCE Box

8.00
Cpy

DEVELOPER:

ASSOCIATION FOR RETARDED CITIZENS OF ALLEN COUNTY, INC.

By: John S. Knight
JOHN S. KNIGHT, PRESIDENT

ATTEST:

By Richard Sager
~~BERNARD R. LEE~~, TREASURER
RICHARD SAGER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared John S. Knight and ~~Bernard R. Lee~~ RICHARD SAGER, who being by me first duly sworn upon their oath say that they are President and Treasurer, respectively, of the ASSOCIATION FOR RETARDED CITIZENS OF ALLEN COUNTY, INC., and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of the ASSOCIATION FOR RETARDED CITIZENS OF ALLEN COUNTY, INC., for the uses and purposes therein set forth.
IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sue A. Schmidt
NOTARY PUBLIC
A RESIDENT OF ALLEN COUNTY, INDIANA

My Commission Expires:

SUE A SCHMIDT
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES DEC 25 1986
ISSUED THRU INDIANA NOTARY ASSOC.

CITY OF FORT WAYNE, INDIANA

By
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

By
STEPHEN A. BAILEY, CHAIRMAN

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

By
ROBERTA ANDERSON STATEN, MEMBER

By
BETTY R. COLLINS, MEMBER

APPROVED AS TO FORM AND LEGALITY

R. J. Snouffer
ASSOCIATE CITY ATTORNEY

Prepared by:
C. Duane Embury

96

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, this 28 day of July, 1982, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS, Members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana; to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, that they signed said instrument on behalf of the CITY OF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sharon J. Helmsing
Sharon J. Helmsing
NOTARY PUBLIC
A RESIDENT OF ALLEN COUNTY, INDIANA

My Commission Expires:
7-6-86

72-51-11
7/28/82
H. I.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5947 -1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

COLDWATER ROAD - From the north pavement line of Cook Road to a point 1,550 ± Feet north thereof (City Limits);

ST. JOE RD. - From the north pavement line of S.R. #37 to the south property line of Canterbury Blvd.;

COLISEUM BLVD. SOUTH - Left Turn Lane Adjacent New Haven Avenue to the North.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from MVH and LRS Funds.

ADOPTED, this 28th day of July, 1982.

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

9 7

ESTIMATE OF QUANTITIES

RES. NO. 5947 -1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE:

W.O. # _____
Center Line Length _____
Property Frontage _____

Project Name: 1982 Asphalt Resurfacing - Coldwater Rd., St. Joe Rd., Coliseum Blvd. Turn Lane

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1.	Pavement Removal	1400	S.Y.		
2.	H.A.C. #9 Binder	1753	Ton		
3.	H.A.C. #53 Base	16	Ton		
4.	H.A.C. "B" Surface	817	Ton		
5.	Joint & Crack Sealer	1.16	Ton		
6.	#53 Crushed Stone	548	Ton		
7.	Road Oil (Shoulders)	4	Ton		
8.	Water Valves (Adjust & Set to Grade)	6	Ea.		
	Sub Total				
	Engineering & Inspection 10%				
	Total Estimated Cost				

Note:

Sheet 1 of 1

72-47-22

RESOLUTION ADOPTED BY
THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA
ON JULY 21, 1982

WHEREAS, Indiana Franklin Realty, Inc. ("Indiana Franklin Realty") proposes to construct a park in Lots 167 and 168 of the original plat of the Town, now City, of Fort Wayne, Indiana, according to the recorded plat thereof ("Park"); and

WHEREAS, in conjunction with the construction of the Park, Indiana Franklin Realty and other owners of real estate abutting both sides of the following described alley in the City of Fort Wayne, County of Allen, State of Indiana, to-wit:

> The east-west alley that lies between Wayne Street and Washington Boulevard from the east right-of-way line of Calhoun Street to the west right-of-way line of Clinton Street ("Alley")

propose to file a Petition to Vacate the Alley; and

WHEREAS, numerous utility facilities are located in the Alley and a formal disposition of the Petition to Vacate it may take a considerable length of time; and

WHEREAS, Indiana Franklin Realty has requested permission to change the grade of the west 120 feet of the Alley, pending formal disposition of the Petition to Vacate it, so that the west 120 feet of the Alley can be made part of the Park; and

WHEREAS, it is in the best interest of the City of Fort Wayne and its citizens to facilitate the construction of the Park promptly and to permit Indiana Franklin Realty to re-grade the west 120 feet of the Alley so that it can be made part of the Park.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that Indiana Franklin Realty, Inc. should, and it hereby is, authorized to change the grade of the Alley in conjunction with its construction of the Park.

Resolution Adopted By
The Board of Public Works
Of the City of Fort Wayne, Indiana
On July 21, 1982

BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA

By _____
Stephen C. Bailey
Chairman

By _____
Betty R. Collins
Member

By _____
Roberta Anderson Stanten
Member

82-012730

RESOLUTION NO. 72-46-20

7-21-82

WHEREAS, THE BOARD OF PUBLIC WORKS did adopt Sewer Resolutions 321-80, on 16 July 1980, 326-80, on 20 August 1980, 340-80, on 3 September 1980, and 352-80 on 9 October 1980, for the Rehabilitation of certain existing local sanitary sewers within areas more particularly described in the aforesaid Sewer Resolutions, and,

WHEREAS, all of the aforesaid Sewer Resolutions provided for the Board of Public Works to establish a tap-in fee for each directly benefited property owner not to exceed Two Thousand Five Hundred ($2,500.00) Dollars, and,

WHEREAS, the Board of Public Works did adopt Resolution No. 71-146-10 on 16 December 1981, establishing a pro-rate share tap-in fee of Two Thousand ($2,000.00) Dollars for directly benefited properties, and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works that it has determined that those properties affected by the aforesaid Sewer Resolutions should not be subject to any tap-in fee as provided for within their respective adopted Sewer Resolutions. Therefore, those tap-in provisions in Resolution No. 71-146-10 are not applicable for the aforementioned Sewer Resolutions and are hereby rescinded.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk, Board of Public Works

APPROVED as to form an legality:

R J Snouffer
Richard I. Snouffer, Associate
ASSOCIATE CITY ATTORNEY
City Attorney

1982 AUG -3 PM 2:53
ALLEN COUNTY RECORDER
Virginia A. Young

City Util Bldg
9061 Bass

4 cw

9 99

82-012818 72-46-19
7/21/82
H.I.

AGREEMENT

THIS AGREEMENT, made and entered into, this 21st day of July, 1982, by and between FORT WAYNE METALS RESEARCH PRODUCTS CORP., as represented by ARDELLE GLAZE and THERESA GLAZE, husband and wife, hereinafter referred to as "OWNER," and the CITY OF FORT WAYNE, through its BOARD OF PUBLIC WORKS, hereinafter referred to as "CITY,"

WITNESSETH:

WHEREAS, owner requires a sanitary sewer extension from City's sanitary sewer mains to serve his needs, and

WHEREAS, City's policy is to provide Master Planning for sanitary sewer service beyond owner's land, and

WHEREAS, the City has area connection fees due from Waynedale Interceptor in the amount of $337.00 per acre and from the Baer Field-West Keller Road Sanitary Sewer in the amount of $355.00 per acre.

1982 AUG -4 PM 2:43
ALLEN COUNTY RECORDER

NOW, THEREFORE, it is hereby agreed as follows:

1. The owner as a part of its development agrees to deepen and extend a sanitary sewer lateral as approved as Alternate "A" as requested by the City.
2. The City of Fort Wayne has $2,772.16 due from Owner for connection fees for aforesaid Waynedale Interceptor and Baer Field-West Keller Road Sanitary Sewer.
3. Said deepening and extension for Alternate "A" is by competitive bid determined to be $2,666.03.
4. City has asked owner to extend said Alternate "A" 20± lineal feet to balance out the difference between area connection fees due Alternate "A" installed.

THEREFORE, the City of Fort Wayne and the Owner mutually agree there will be no exchange of funds for deepening and extending; and the area connection fees and the amount of work to be completed for said Alternate "A" and will equal the amount of connection fees due.

Developer will still be responsible to finance the normal tap permit fee.

THIS AGREEMENT will be binding on the parties hereto and successors and

Dot. #7061

7.00

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assigns as the Owners and successors in interest to the real estate.

DATED 7-15-82

OWNER:

FORT WAYNE METALS RESEARCH PRODUCTS CORP.

By: Ardelle Glaze
ARDELLE GLAZE

By: Theresa Glaze
THERESA GLAZE

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

ROBERTA ANDERSON STATEN, MEMBER

BETTY R. COLLINS, MEMBER

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned a Notary Public in and for said County and State personally appeared Fort Wayne Metals Research Products Corp., as representated by Ardelle Glaze and Theresa Glaze, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15th day of July, 1982.

Arthur E Cox
Arthur E Cox
Notary Public
A Resident of Allen County, Indiana

My Commission expires:
Oct 31, 1983

Prepared by: C. Duane Emsbury

100

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 21st day of July, 1982, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS, Members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with fully authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes herein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sharon J. Helmsing

NOTARY PUBLIC
A RESIDENT OF ALLEN COUNTY, INDIANA

My Commission expires:
SHARON J. HELMSING, Notary Public
~~Resident of Allen County~~
My Commission Expires July 6, 1986

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82-012819

73-46-17
7/21/82
H.I.

AGREEMENT

THIS AGREEMENT made and entered into this 21 day of July, 1982, by and between HOWARD MARTIN, INC., by its representative Tim Martin, its vice-pres, hereinafter referred to as "OWNER," and the CITY OF FORT WAYNE, through its BOARD OF PUBLIC WORKS, hereinafter referred to as "CITY,"

1982 AUG -4 PM 2:45
ALLEN COUNTY RECORDER

WITNESSETH:

WHEREAS, owner requires a sanitary sewer extension from City's sanitary sewer mains to serve his needs, and,

WHEREAS, City's policy is to provide Master Planning for sanitary sewer service beyond owner's land, and,

WHEREAS, the City has area connection fees due from the North Maumee Study Area, Resolutions 331-80, 332-80, 334-80, and 336-80 and a portion of Water Pollution Control Plant Expansion for installation and/or oversizing cost expended by City for above-referenced sewer treatment system known as the North Maumee Study Area, in the amount of Seven Hundred ($700.00) Dollars per acre.

NOW, THEREFORE, it is hereby agreed as follows:

1. The owner as a part of its development agrees to deepen and extend a sanitary sewer lateral as approved as Alternate "A" as requested by the City.
2. The owner has a total of 72.2 acres of land of which 16 acres is presently developed and assessable in the amount of Eleven Thousand Two Hundred ($11,200.00) Dollars. The remaining portion of acreage will be assessed as developed.
3. Said deepening and extension for Alternate "A" is by competitive bids determined to be Ten Thousand Eight Hundred Twenty-Eight ($10,828.00) Dollars.
4. The difference between the $11,200.00 in area connection fees due the City less the $10,828.00 of oversizing and deepening due the contractor, in the amount of Three Hundred Seventy-Two ($372.00) Dollars shall be due and payable upon execution of this Agreement.

5.50
CBJ

Cert. # 7061

101

THEREFORE, THE City of Fort Wayne and the Owner mutually agree to the aforesaid items.

Developer will still be responsible to finance the normal tap-permit fee.

THIS AGREEMENT will be binding on the parties hereto and successors and assigns as the Owners and successors in interest to the real estate.

Dated this 19 day of July, 1982.

OWNER: HOWARD MARTIN, INC.

By Tim Martin
Tim Martin, Its Vice-President

CITY OF ~~FORT~~ WAYNE

By
Win Moses, Jr., its Mayor

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST: Sandra E. Kennedy
Clerk, Board of Works

APPROVED as to form and legality

Richard J. Smouffer, Associate
City Attorney

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Howard Martin, Inc., as represented by Tim Martin, and acknowledged the execution of the foregoing Agreement as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of July, 1982.

Charles I. Wickensheimer
Notary Public
A Resident of Allen County, Indiana
CHARLES I. WICKENSHEIMER

My Commission Expires:

October 30, 1982

This instrument prepared by:
C. Duane Embury, P.E., Chief
Water Pollution Control Engineer
CITY OF FORT WAYNE

101

7061 1500

72-40-32
7/14/82
H.I.

COOK ROAD INDUSTRIAL RESEARCH CENTER 15" SANITARY SEWER EXTENSION - RESOLUTION NO. 359 - 1982

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of the COOK ROAD INDUSTRIAL RESEARCH CENTER 15" SANITARY SEWER EXTENSION, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed, be and the same is hereby ordered:

> Beginning at an existing manhole on the 24" Spy Run Sanitary Interceptor Sewer 1135± feet East of the West right-of-way of the Penn Central Railroad and 1380± feet South of the center-line of Cook Road; thence, Southwesterly in and along a proposed 14 foot easement a distance of 685± feet; thence, westerly a distance of 500± feet to the East right-of-way of the Penn Central Railroad; thence, Westerly and Northwesterly in and along a proposed 14 foot easement a distance of 215± feet terminating at a proposed manhole 7± feet West of the West right-of-way of the Indiana and Michigan Electric Company tower line easement.

Said sewer shall be 15" in diameter with all appurtenances to be constructed in accordance with the plans, profiles, special details, and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City.

It is hereby found by said Board of Public Works, that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana, out of monies from the Sewer Utility Fund. It is further found by said Board of Public Works, that in the event any present or future owners of any property who shall desire to use said Sanitary Sewer by direct tap or through the extension or connection of lateral or local lines discharging into said Sanitary Sewer, shall be benefited and shall pay a reimbursement fee to the City of Fort Wayne, Indiana.

ADOPTED this 14 day of July, 1982.

BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

ROBERTA ANDERSON STATEN, MEMBER

ATTEST:

SANDRA E. KENNEDY, CLERK

BETTY R. COLLINS, MEMBER

102

72-40-30
7/14/82

H. I.

SEWER IMPROVEMENT RESOLUTION NO. 363 -1982
BROUP 6B - TERMINAL PONOS ANO SLUOGE LAGOONS
RECONSTRUCTION ANO REHABILITATION FOR
THE CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repairs of the Sewage Treatment Works which from their size and character are necessary to provide for the overall adequate treatment of the wastes collected by the City of Fort Wayne, and because their integrity must be kept is hereby ordered.

Federal Emergency Management Agency - Oamage Survey Report Numbers:

047122 - Terminal Ponds - Miscellaneous Repairs

047124 - Sludge Lagoons - Road & Oike Repairs

047127 - Clean Lagoon Overflow Channel

044873 - Hazard Mitigation - Sludge Lagoons Levee Improvement

SCOPE OF PROPOSED WORK

The work requires the excavation, grading, reconstruction, construction, and repair of several areas within the Sewage Treatment Works in accordance with the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said sewer improvements shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Oisaster Aid Funds.

ADOPTEO this 14th day of July, 1982.

CITY OF FORT WAYNE, INOIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy,
Clerk

82-017172

72-40-28
7/14/82

S-183-82
9/28/82

AGREEMENT

FOR

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 14 day of July, 1982, by and between Yardley, Inc., hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer, hereinafter referred to as "Sewer", and is more particularly described as follows:

Description of Sanitary Sewer Lateral #1

Commencing at a new manhole at Station 0 + 00 located plus or minus 190 feet west of the center line of Maplecrest Road and 30 feet south of the south right-of-way line of Midfield Drive at its intersection with Maplecrest Road; thence continuing south within a 15 foot sanitary sewer easement a distance of 180 feet to Manhole #2 at Station 1 + 80; thence continuing southerly through the said easement a distance of 350 feet to Manhole #3 at Station 5 + 30; thence continuing south a distance of 140 feet to a cleanout at Station 6 + 70, said cleanout ends Sanitary Sewer Lateral #1.

Description of Sanitary Sewer Lateral #2

Commencing at Manhole #2 located on the above referenced Sanitary Sewer Lateral #1, thence west a distance of 71 feet to Manhole #4, said Manhole being located within a 20 foot utility easement along the west right-of-way line of Yardley Court; thence south a distance of 349 feet to Manhole #5 at Station 415; thence continuing south a distance of 120 feet to a cleanout located at Station 5 + 70, said cleanout terminates Sanitary Sewer Lateral #2.

1982 OCT -8 PM 2:44
ALLEN COUNTY RECORDER
Virginia A. Young

FRONT

Said Sewer shall be 8 inches in diameter and constructed in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Yardley Manor Sanitary Sewer Plans, specifications and profiles are by reference incorporated herein and made a part of this Agreement. The said Sewer will serve only land in which the Developer has in interest.

WHEREAS, the total cost of construction of said sewer is represented to be $24,105.55.

WHEREAS, the Developer desires to have an operational sanitary sewer system to serve the area of the Developer on or before December 31, 1982, and

DULY ENTERED FOR TAXATION
OCT 8 1982
Gloria J. Douglas
AUDITOR OF ALLEN COUNTY

Tom G.
WPCE Box

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WHEREAS, the Developer recognizes that a portion of the area of the Developer is subject to certain area connection charges established by the City,

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

I. CONSTRUCTION OF SEWER:

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the City under private contract to be let within 30 days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of City until final acceptance of City. Upon completion, said Sewer shall become the property of City and City shall accept sewage therefrom, subject to such monthly sewage treatment fees, inspection fees, adopted area charge fees, and permit tap-in fees, as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

II. COST OF CONSTRUCTION:

The local construction cost and engineering services shall be provided by the developer at no cost to the City. The developer shall pay an assessment in the amount of $3,801.00. This assessment is based upon 8.73 acres, less 2.40 acres for the Maplecrest Road and interior street right-of-way, and less 0.90 acres for Blocks A-B-C park areas, yielding a net acreage of 5.43 acres times $700.00 per acre, giving a total assessment of $3,801.00.

The assessment of $3,801.00 shall be prorated by 12 buildings. One-twelfth of the assessment or $316.75 shall be paid in full prior to the tapping of each individual building.

In the event any portion of the 0.90 acre park is developed so as to require the use of sanitary sewer service, the acreage assessment must be obtained by the owner of said parcel.

FRONT

III. AREA OF DEVELOPER:

The said Sewer when constructed and accepted by the City will serve the "Area of the Developer" as shown on Exhibit "A" being 8.73 acres more or less. As the Developer will pay for the total cost of construction of said Sewer, no charge or assessment is made by this Agreement against the "Area of the Developer" for the construction of said Sewer by either the present or future owners of the "Area of the Developer" EXCEPT those which are hereby established by this Agreement and such standard fees as permit tap-in fees, inspection fees, and monthly sewage treatment fees which are customarily and normally charged by the City for any connections into use thereof for the City's sanitary sewer mains and the treatment of sewage therefrom.

IV. AREA CONNECTION CHARGES:

The area connection charges established by the City are hereby made applicable for the total "Area of the Developer" as shown on Exhibit "A".

V. BOND

The Agreement is subject to Developer furnishing a satisfactory Maintenance Bond for the value of the Sewer which shall guarantee said Sewer against defects for a period of one (1) year from the date of final acceptance of said Sewer by the City.

VI. LIMITATION ON USE:

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said Sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

VII. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION:

"Developer", for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

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In further consideration and to induce CITY to execute and ratify this contract, said "Developer", for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"Developer" further agrees that any deeds, contracts, or other instruments of conveyance made by "Developer", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "Developer", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"Developer" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

VIII. COUNCILMANIC APPROVAL:

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

"DEVELOPER"

Richard Liechty, President

SEAL

"CITY"
MAYOR

BY: Win Moses, Jr.

BOARD OF PUBLIC WORKS

BY: Stephen A. Bailey, Chairman

BY: Roberta Anderson-Staten, Member

BY: Betty Collins, Member

ATTEST:

Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assoc. City Attorney
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA:
SS
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Liechty, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 1 day of July, 1982.

Betty J. Mitchell
Notary Public
Resident of Allen County

My Commission Expires:

5-5-85

This instrument prepared by
C. Duane Embury, P.E.
Chief Water Pollution Control Engineer

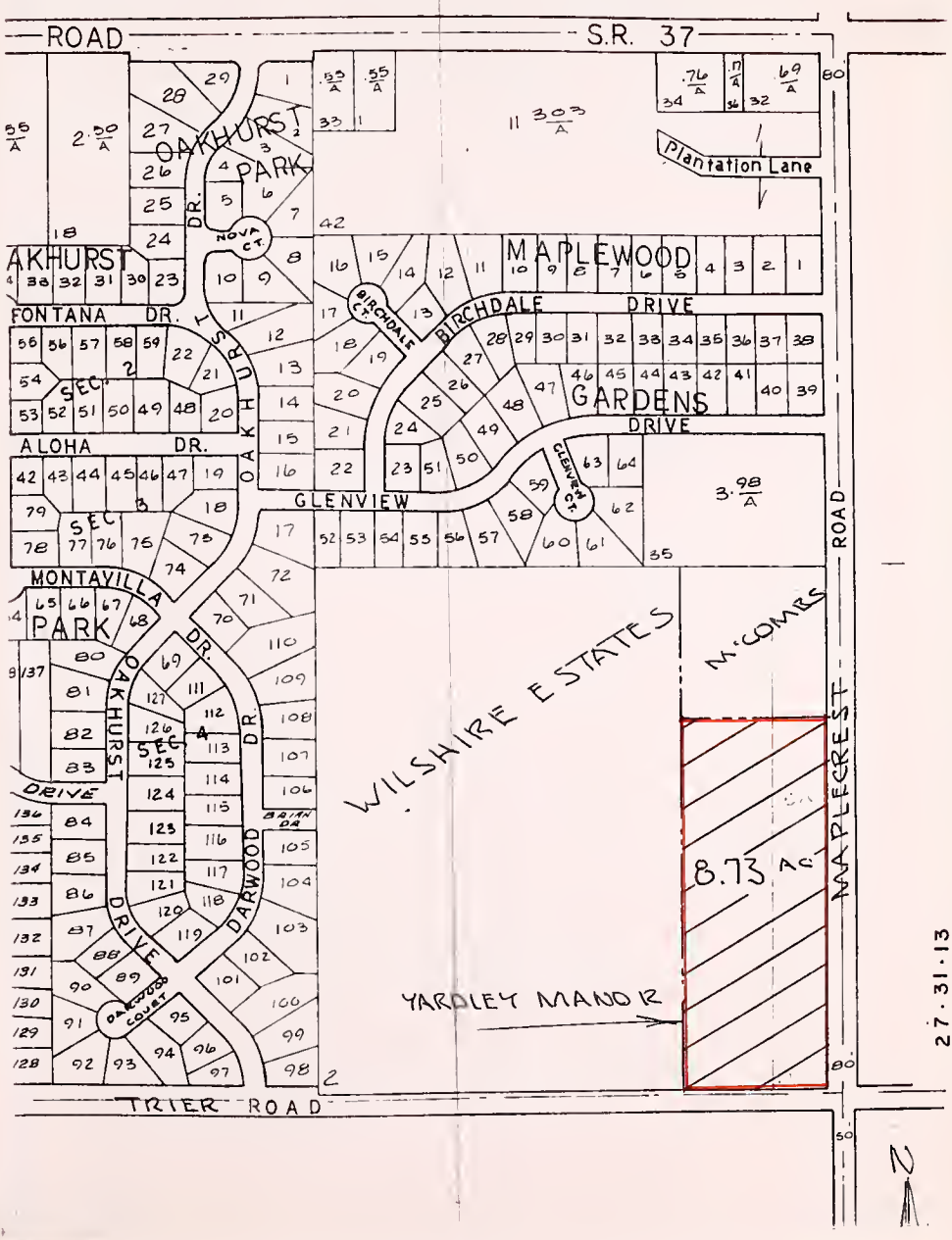
FRONT

104

EXHIBIT "A" AREA OF DEVELOPER

A parcel of land located in the Southeast One-Quarter of the Northeast One-Quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana and more particularly described as follows to wit:

BEGINNING at the Southeast corner of the Southeast One-Quarter of the Northeast One-Quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana; thence North 0°-30'-40" East along the East line of the said Southeast One-Quarter of the Northeast One-Quarter a distance of 944.00 feet; thence North 89°-11' West a distance of 404.35 feet to a point on the East line of Willshire Estates, Section II; thence South 0°-21'-20" West along the East line of Willshire Estates, Section II a distance of 943.10 feet to the South line of said Southeast One-Quarter of the Northeast One-Quarter; thence South 89°-03' East along said South line a distance of 401.80 feet to the point of beginning, containing 8.73 acres of land more or less and subject to public roadway easements over the Easternmost and Southernmost 40.0 feet thereof.



72-36-14
7/14/82

RESOLUTION 72-36-82

H.I.

WHEREAS, KARL JENSEN and JOHN J. and MARY J. RIGGLE have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of public street situated in Fort Wayne, Allen County, to-wit:

Catherine Avenue from the West property line of Lot 18 of Fairview Amended Addition to the East right-of-way line of vacated Joseph Avenue by General Ordinance G-18-78; more particularly described as follows:

Beginning at the Southwest corner of Lot 18 as established by Instrument No. 80-05724 of Fairview Amended Addition; thence South 50 LF to the South right-of-way line of Catherine Avenue, said South line more particularly described as being the North line of Lot 86 as established by Instrument No. 78-23558 of Highland Park Addition Extended; thence Easterly along said North lot line of Lot 86, 109+ LF; thence Southeasterly 40.2 LF to the Northeast corner of said Lot 86; said Northeast corner being on the West right-of-way line of vacated Joseph Avenue; thence East 90.8 LF to the East line of said vacated Joseph Avenue; thence Northeasterly to the North right-of-way line of Catherine Avenue along the East right-of-way line of vacated Joseph Avenue at a point 4.7 LF East of the Southwest corner of Lot 23 of Fairview Amended Addition; thence Westerly along the North right-of-way line of Catherine Avenue a distance of 170.6 LF to the Southwest corner of Lot 20 of Fairview Amended Addition; thence North 5 LF along the West line of said Lot 20; thence West 110.6 LF to the Point of Beginning,

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of portion of public street has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said portion of public street hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said portion of public street hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said portion of public street or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen G. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Works at their meeting held July 14 1982. and as same appears of record in the official records of said Board of Public Works.

105

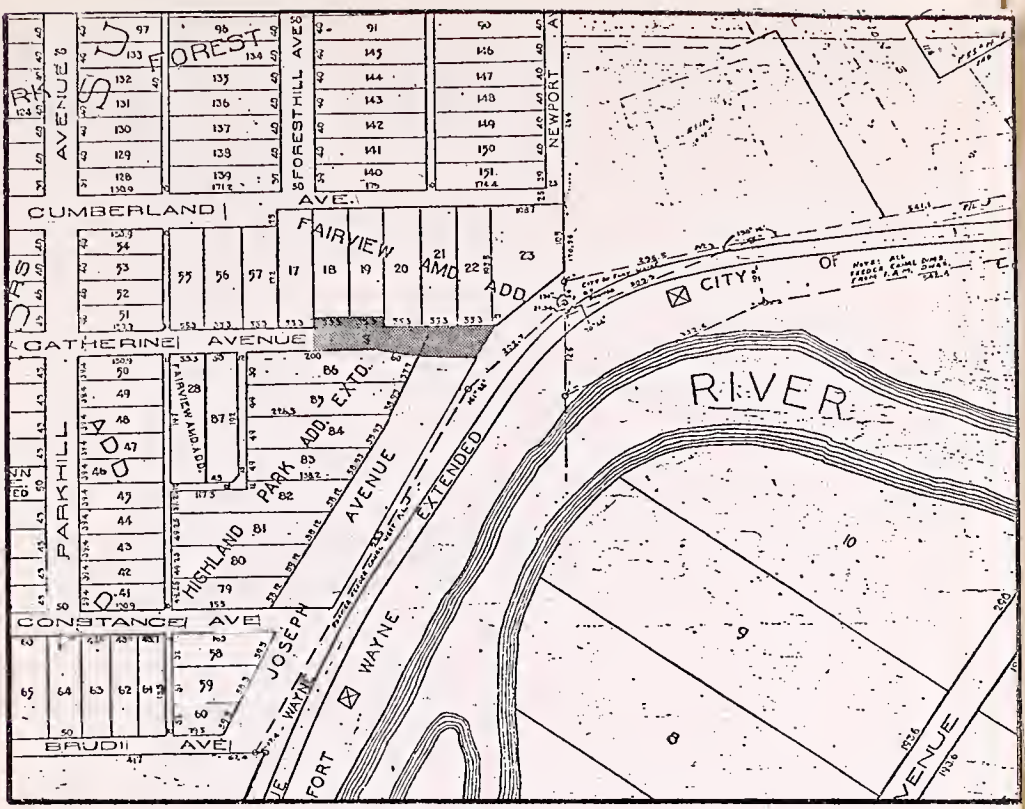
DATED THIS 14th DAY OF July 19 82.

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member



PORTION OF STREET TO BE VACATED

MAP NO. N-22

BY WILLIAM H. NESBITT

6-83-06-24

N

105

VACATION: Portion of Catherin Avenue

ENGINEERING COMMENTS:

1. Water Engineering

   Easement on South will be required.

2. Park Board

   Ok to vacate.

3. Street Engineering

   Ok to vacate.

4. Traffic Engineering

   Ok to vacate.

5. Water Pollution Control Engineering

   No easement required for WPCE.

6. GT&E

   No, we do not require an easement.

7. Fort Wayne Cablevision

   No, we do not require an easement.

8. NIPSCO

   No, we do not require an easement.

9. I & M

   No, we do not require an easement. Sufficient rights have been retained for existing facilities.

82-33-10
7/7/82
H I.

SEWER IMPROVEMENT RESOLUTION NO. 367-1982

60" BRICK SEWER FROM DIESTER MACHINE COMPANY TO THE DWENGER AVENUE HUMANE SHELTER

COMBINATION SEWER REPAIR PROJECT

Resolved hy the Board of Puhlic Works of the City of Fort Wayne, Indiana, that the emergency repair of a comhination sewer, which from its size and character is not only intended and adapted for use hy property holders whose property ahuts along the line of said sewer, hut is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may he constructed, he and the same is herehy ordered.

Federal Emergency Management Agency Damage Survey Report #044834.

SCOPE OF PROPOSED WORK

Line existing 60" sewer from Manhole #1 to Manhole #2 with 36" steel liner plate. Place bulk heads at Manhole #2 and at 250' East of Manhole #5 and abandon this section of sewer. Ahandoned sewer to he filled with grout. From hulkhead east of Manhole #5 to Manhole #8 place 21" liner inside existing 60" hrick sewer and grout in place. Reconnect taps and restore site.

Said sewer is 60" in diameter, with all appurtenances to he repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Puhlic Works of said City.

All work done in the making of the aforementioned puhlic improvement shall he in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Puhlic Works.

The total cost of said Comhination Sewer Improvement shall he paid hy funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 7th day of July, 1982.

BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Anderson Staten, Memher

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk, Board of Puhlic Works

This instrument prepared hy:

C. Duane Emhury, P.E., Chief
Water Pollution Control Engineer

106

12-27-12
7/1/82
H. I.

Resolution No. 72-27-12

WHEREAS: The Board of Public Works of the City of Fort Wayne, Indiana, has heretofore on the 16th day of December, 1981 adopted Resolution No. 71-146-10, providing, among other things, for the tender and execution of a certain mortgage agreement by property owners, to secure the payment of tap-in fees required by certain Board Resolutions enumerated in said Resolution, which mortgages may be recorded in the Office of the Recorder of Allen County, Indiana, It Is:

RESOLVED: In the event of payment, modification or other necessity of Release and/or discharge of said mortgage lien(s), it shall be required that the City of Fort Wayne, City Utilities, execute and deliver, in form suitable for recording, a Release and/or discharge thereof, such Release and/or discharge may be executed, on behalf of the said City of Fort Wayne, City Utilities, by the Supervisor of Customer Relations, City Utilities, of Fort Wayne, Indiana.

ADOPTED, this 1st day of July, 1982.

BOARD OF PUBLIC WORKS

Chairman

Attest:

Clerk

108

RELEASE OF MORTGAGE

For a valuable consideration, it is hereby certified that a certain mortgage executed by: _____ on the ___ day of _____, 19___ to the City of Fort Wayne, Indiana, to secure payment to said Mortgagee for sanitary sewer tap-in fees pursuant to Resolutions of the Board of Works of said municipality, which mortgage was recorded as Document No. _____, on the ___ day of _____, 19____, in the Office of the Recorder of Allen County, Indiana, is hereby RELEASED and satisfied.

Dated this ___ day of _____, 19____.

_____

Supervisor of Customer Relations
City Utilities of Fort Wayne, Indiana

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

On this ___ day of _____, 19____, before me, a Notary Public, in and for said County and State, personally appeared _____ _____, and acknowledged the execution of the foregoing Release of Mortgage, in her capacity as Supervisor of Customer Relations, City Utilities of Fort Wayne, Indiana; that she is currently the holder of that position and was authorized to execute this Release of Mortgage on behalf of the Mortgagee by Board of Works Resolution No. _____, dated _____, and Recorded in the Office of the Recorder of Allen County as Document No. _____.

Witness my hand and Notarial Seal this ____ day of _____, 19_____.

_____

Notary Public
Resident of Allen County, Indiana
My Commission Expires:

Instrument prepared by:

R. J. Smouffer
ASSOCIATE CITY ATTORNEY

FRONT

108

EMERGENCY RESOLUTION 72-27-1

Whereas, an emergency situation exists at the intersection of Freeman and Taylor for rebuilding of curbs; and

Whereas, the Street Engineering Department has determined an immediate repair of said intersection; and

Whereas, the Board of Public Works hereby declares an emergency does exist to repair said intersection and received bids from the following contractors:
Hipskind Concrete - $2,613.10; Brooks Construction - $4,298.75; and L. W. Dailey, Inc. - $6,899.00.

Now, Therefore, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Hipskind Concrete for their low bid of $2,613.10.

BOARD OF PUBLIC WORKS

Chairman

Member

Attest: Sandra E Kennedy
Clerk

Approved this date July 6, 1983

14

72-26-6
7/1/82

H. I.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5944 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1) LINDENWOOD AVENUE - From the south pavement line of Spring Street to the south property line of Scholtz Road.

2) PORTAGE BOULEVARD - From the west pavement line of Freeman Street to the north curb line of Taylor Street.

3) BRANNING AVENUE - From the west curb line of Calhoun Street to the east curb line of Webster Street.

4) LEXINGTON AVENUE - From the west curb line of Calhoun Street to the east curb line of Buell Drive.

5) NORTH CORNELL CIRCLE - From the east property line of Lot #44 (Harrison Hill Addition) to the north curb line of Radial Lane.

6) RADIAL LANE - From the west curb line of North Seminole Circle to the east curb line of North Cornell Circle.

7) SOUTH SEMINOLE CIRCLE - From the west curb line of Calhoun Street to the north curb line of Radial Lane.

8) NORTH SEMINOLE CIRCLE - From the west curb line of Calhoun Street to the north curb line of Radial Lane.

9) SOUTH CORNELL CIRCLE - From the west curb line of Calhoun Street to the north curb line of Radial Lane.

10) PASADENA DRIVE - From the southwest curb line of South Cornell Circle to the east curb line of Buell Drive.

11) MAXINE DRIVE - From the west curb line of Hoagland Avenue to the east curb line of Buell Drive.

12) WEST FOSTER PARKWAY - From the west curb line of Calhoun Street to the east curb line of Webster Street.

13) WEST FOSTER PARKWAY - From the west curb line of Indiana Avenue to its western terminus.

14) HOAGLAND AVENUE - From the north property line of Lexington Avenue to the north property line of Sherwood Terrace.

15) WEBSTER STREET - From the south curb line of Lexington Avenue to the north curb line of North Cornell Circle.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

IMPROVEMENT RESOLUTION FOR STREETS
NO. 5944-82

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from MVH and LR&S Funds.

ADOPTED, this 1st day of July, 1982.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

FRONT

ESTIMATE OF QUANTITIES

RES. NO. 5944 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE:

Project Name: 19B2 ASPHALT RESURFACING (SEE RESOLUTION)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Pavement Removal	4034	S.Y				
2.	H.A.C. #53 Base	104	TON				
3.	H.A.C. #9 Binder	3028	TON				
4.	H.A.C. #11 Binder	1837	TON				
5.	H.A.C. "B" Surface	1074	TON				
6.	H.A.C. A-2 Surface	1560	TON				
7.	Curb Removal	41	L.F				
8.	Excavation (Chip & Seal Street)	137	C.Y				
9.	Common Excavation	11	C.Y				
10.	Curb Type "IB"	143	L.F				
11.	Topsoil	10	TON				
12.	Blue Grass Sod	54	S.Y				
13.	Joint & Crack Sealer	6.22	TON				
14.	#53 Crushed Stone	1558	TON				
15.	Manholes - Adjust & Set to Grade	44	Ea.				
16.	Catch Basins - Adjust & Set to Grade	40	Ea.				
17.	Water Valves - Adjust & Set to Grade	33	Ea.				
			Sub Total				
	Engineering & inspection 10%						
			Total Estimated Cost				

Note:

Sheet ___ of ___

110

Fourth St. Plaza's

72-25-7

9/1/82

82-012565

Lease Agreement

The City of Fort Wayne, Indiana, (Herein called "Lessor") herewith leases unto the Board of Park Commissioners of the City of Fort Wayne, Indiana, (herein called "Lessee") and said Lessee herewith leases from said Lessor the following described real estate upon the terms and conditions herein set forth.

Lots 1 to 4 City Park Addition and Space West of Lot # 1 Chas. W. Scherers Addition

for a term of fifty (50) years from date and with an option to renew for an additional fifty (50) year term as hereinafter more fully set forth.

1. Term. The initial term of this lease shall be for fifty (50) years commencing July 1, 1982, and terminated July 1, 2032.

2. Option of Renewal. Lessee shall have the option to renew the within lease upon the same terms for an additional term of fifty (50) years upon giving Lessor at least one (1) year prior written notification of exercise of option.

3. Rental Agreement. Lessee agrees to pay Lessor an annual rental of One Dollar ($1.00) and to perform the other terms and conditions thereof. Rental shall be due on the 1st day of July, 1982, and on the 1st day of July of each year thereafter for the term of the within lease.

1982 AUG -2 PM 1:31
ALLEN COUNTY RECORDER

4. Use of Premises. Lessee shall utilize the demised premises as a part of the Rivergreenway system, for its own department uses, for its activities only, and for no other use.

5. Maintenance. Lessee shall pay and discharge all costs and expenses or assessments associated with the use of described real estate.

6. Utilities. Lessee shall pay all bills and charges for water, sewage, gas, and electrical current which may be assessed or charged against the premises during the term hereof.

7. Remedies of Lessor. In the event of a default by the Lessee in the performance of its obligations hereunder, and such default is not cured within thirty (30) days after written notice from Lessor setting forth the nature of such default, or if Lessee should be placed into receivership or its existence be terminated, then Lessor shall have the right to terminate this lease and same shall thereupon terminate ipso facto and Lessor shall have the right to immediate possession of the premises.

8. Risk of Loss. Lessee will furnish to Lessor documentation of public liability insurance at an amount approved by Lessor on described real estate. Said insurance must insure both Lessee and Lessor. Lessee agrees to fully defend Lessor on any suit against it arising from the use or ownership of real estate described herein and indemnify and save and hold harmless the Lessor from any and all lists of any land or character whatsoever for injury to persons caused by the condition, use or maintenance or any activities thereon.

LESSEE

BOARD OF PARK COMMISSIONERS
FORT WAYNE, INDIANA

BY: Byron F. Novitsky
Byron F. Novitsky

BY: Dennis Jr. Grotrian
Dennis Grotrian

BY: Fred S. Yoss
Fred S. Yoss

C. Philip Andorfer
C. Philip Andorfer

DULY ENTERED FOR TAXATION
AUG2 1982
Gloria J. Gouglein
AUDITOR OF ALLEN COUNTY

Agree #76-76

5.50 CK BK

111

LESSOR

THE CITY OF FORT WAYNE, INDIANA

BY: _____
WINFIELD C. MOSES, MAYOR

BOARD OF PUBLIC WORKS

BY: _____
STEPHEN A BAILEY, CHAIRMAN

BY: _____
ROBERTA ANDERSON STATEN, MEMBER

BY: _____
BETTY R. COLLINS, MEMBER

Approved for Legality

BY: _____
RICHARD I. SNOUFFER

ATTEST

BY: _____
SANDRA E. KENNEDY, CLERK

Prepared by: Richard I. Snouffer

72-25-6
7/1/82
82-013648 H.I.

AGREEMENT

THIS AGREEMENT, made and entered into, this 16 day of June, 1982, by and between MICHAEL W. THOMAS, MORRIS LIECHTY, and ZOHRAB K. TAZIAN, hereinafter referred to as "OWNER," and the CITY OF FORT WAYNE, through its BOARD OF PUBLIC WORKS, hereinafter referred to as "CITY,"

WITNESSETH:

WHEREAS, the Owner has applied and received City of Fort Wayne and Board of Public Works and Common Council approval for an Agreement for sewer extension to serve a proposed plat known as "LONGWOOD" by Common Council Resolution S-226-78, Recording Document No. 78-39686, and

WHEREAS, said proposed Longwood Section III failed to materialize, and,

WHEREAS, the owner has proposed a subhousing development within the boundaries of said Longwood to be platted as "WILD MEADOW" and,

WHEREAS, said proposed "WILD MEADOW" requires sanitary sewer extension from City sanitary sewer mains, and,

WHEREAS, City's policy is to provide Master Planning for sanitary sewer service beyond proposed "WILD MEADOW", and,

WHEREAS, the City has area connection fees due from "WILD MEADOW" for Resolution 61-140-11 as per Recording 74-22909.

NOW, THEREFORE, it is hereby agreed as follows:

1. The owner as a part of its development agrees to deepen and extend a sanitary sewer lateral known as Wild Meadow Sanitary Sewer Extension Line "A" as requested by the City.
2. The City of Fort Wayne has $2,375.00 due from "WILD MEADOW" for connection fees for said Resolution 61-140-11.
3. Said deepening and extension for lateral Line "A" is by competitive bid determined to be $2,375.00.

1982 AUG -9 AM 8:58
ALLEN COUNTY RECORDER
Virginia A. Brown

THEREFORE, the City of Fort Wayne and the Owner mutually agree there will be no exchange of funds for deepening and extending; and the area connection fees and the amount of work to be completed for said lateral Line "A" and will equal the amount of connection fees due.

DULY ENTERED FOR TAXATION
AUG 17 1982
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

1982 AUG 17 PM 1:53
ALLEN COUNTY RECORDER
Virginia A. Brown

DULY ENTERED FOR TAXATION
AUG 9 1982
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

70M 6-7061 W.P.C.E. Box

Oeveloper will still be responsible to finance the normal tap permit fee.

THIS AGREEMENT will be binding on the parties hereto and successors and assigns as the Owners and successors in interest to the real estate subject to terms of this Agreement and the former Agreement dated October 16, 1978, under Instrument No. 12,305, Common Council S-226-78, Recording 78-39686.

DATEO June 15, 1982

OWNER:

MICHAEL W. THOMAS

MORRIS LIECHTY

ZOHRAB K. TAZIAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

ROBERTA ANOERSON STATEN, MEMBER

BETTY R. COLLINS, MEMBER

ATTEST:

SANDRA E. KENNEOY, CLERK

DULY ENTERED FOR TAXATION

AUG9 1982

AUDITOR OF ALLEN COUNTY

APPROVED AS TO FORM ANO LEGALITY

RICHARD I. SNOUFFER
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned a Notary Public in and for said County and State personally appeared Michael W. Thomas, Morris Liechty and Zohrab K. Tazian, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16th day of June, 1982.

Charles L. Nash, Notary Public

Resident of Allen County, Indiana

My Commission Expires:

January 2, 1986

Form 1979

72-23-24
6/30/82
H.I.

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5934 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curb & sidewalk where needed on: HOLTON AVE., Both sides from Oxford on north to Rudisill on south; ROBINWOOD DR., Both sides from Grier on north to Rudisill on south; BOWSER AVE., Both sides from Oxford on north to Rudisill on south; OLIVER ST., Both sides from Oxford on north to Rudisill on south; SMITH ST., Both sides from Oxford on north to Rudisill on south; GAYWOOD DR., Both sides from Oxford on north to Rudisill on south; S. PARK DR., Both sides from Oxford on north to Rudisill on south; WEISSER PK., Both sides from Oxford on north to Rudisill on south; HANNA ST., Both sides from Oxford on north to Rudisill on south; HAMILTON AVE., Both sides from Hanna east to Oliver. (Spot Repair) Also known as OXFORD NEIGHBORHOOD, PHASE VII.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid By Community Development & Planning.

Adopted, this 30th *day of* June, 1982

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson, Betty R. Cockrum

CALHOUN FREES

FRONT

112

ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE:

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO.

5934 - 1982

Project Name: Oxford Phase VII

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1	Concrete Removal	6158	S.Y.				
2	Curb Removal	44	L.F.				
3	4" Concrete Sidewalk	46130	S.F.				
4	Wingwalk (Concrete)	8023	S.F.				
5	Curbface Walk (Concrete)	70	S.F.				
6	Structure Concrete (For Steps)	.39	C.Y.				
7	6" Concrete Drive	504	S.Y.				
8	Concrete Curb Type III	125	L.F.				
9	Tree Removal 12"	1	Ea.				
10	Tree Removal 18"	1	Ea.				
11	Tree Removal 24"	1	Ea.				
12	Tree Removal 30"	4	Ea.				
13	Tree Removal 36"	2	Ea.				
14	Tree Removal 42"	1	Ea.				
15	Tree Removal 48"	1	Ea.				
16	Furnish and Plant New 2" Tree	11	Ea.				
17	Top Soil	95	Ton				
18	Backfill Material (For Backfill Behind Curb)	62	Ton				
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note:

Sheet 1 of 4

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ESTIMATE OF QUANTITIES

RES. NO. 5934 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE:

W.O. # _____
Center Line Length _____
Property Frontage _____

Project Name: Oxford Phase VII

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
19	Seeding, Mulch, Fine Grading and Fertilizer	3423	S.Y				
20	Remove and Replace C.B. Type I-C (New Casting & Cast Iron Trap)	4	Ea.				
21	Casting Type C	2	Ea.				
22	Adjusting Casting to Grade	3	Ea.				
23	Asphalt Patching	215	L.F				
	SUB TOTAL						
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note:

--- Cc

ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE:

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO. 5934 - 1982

Project Name: Oxford Phase VII ALTERNATE

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1A	Concrete Removal	3300	S.Y.				
2A	Curb Removal	16	L.F.				
3A	4" Concrete Sidewalk	1B524	S.F.				
4A	Wingwalk (Concrete)	3110	S.F.				
5A	Curbface Walk (Concrete)	30	S.F.				
6A	6" Concrete Drive	189	S.Y.				
7A	Concrete Curb Type III	80	L.F.				
8A	Tree Removal 12"	2	Ea.				
9A	Tree Removal 30"	1	Ea.				
10A	Tree Removal 42"	2	Ea.				
11A	Tree Removal 48"	1	Ea.				
12A	Furnish and Plant New 2" Tree	6	Ea.				
13A	Topsoil	60	Ton				
14A	Backfill Material (for Backfill Behind Curb)	46	Ton				
15A	Seeding, Mulch, Fine Grading & Fertilizer	1471	S.Y.				
16A	Remove & Replace C.B. Type I-C (New Casting & Cast Iron Trap)	2	Ea.				
17A	Casting Type C	4	Ea.				
18A	Adjusting Casting to Grade	2	Ea.				
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note:

Sheet 3 of 4

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FRONT

ESTIMATE OF QUANTITIES

RES. NO. 5934 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE :

Project Name :

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
19A	Asphalt Patching	155	L.F.				
	ALTERNATE SUB TOTAL						

SEWER IMPROVEMENT RESOLUTION NO. 362-1982
GROUP 2 - SEWER REPAIRS FOR THE CITY OF FORT WAYNE

72-17-22
6/23/82

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repairs of several sewers, which from their size and character, are not only intended and adapted for use by property holders, but are also intended and adapted for receiving sewage from collateral drains already constructed, or which hereafter may be constructed, and because their integrity must be kept is hereby ordered.

Federal Emergency Management Agency - Damage Survey Report Numbers:

041988 - 1404 Oneida
044760 - 1493 Edgewater
047024 - Alley North of Riverside
047071 - East Side of Calhoun St.
047072 - Van Buren at Michael
047082 - 20-Inch at Prospect
047091 - 12-Inch at Alley and Rudisill
047099 - 831 Edgewater and Alley
047158 - Wildwood and Thompson

Scope of Proposed Work

The work requires the excavation and spot repair and/or replacement of nine (9) sewers and their appurtenances in accordance with the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said sewer improvements shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTEO this 23rd day of JUNE, 1982.

CITY OF FORT WAYNE, INOIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy,
Clerk

ALLEN COUNTY RECORDER

11

Form 1929

Improvement Resolution

FOR MISCELLANEOUS CONSTRUCTION
(AS NOTED)

72-17-21 #1
6/23/82

No. 5943 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ repair 1982 Flood Damage in the Pemberton Dike Area.

This Resolution includes: DSR #041854
DSR #047245
DSR #041880
DSR #047247

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid City of Fort Wayne MVH Funds with 75% to be reimbursed by FEMA.

Adopted, this 23rd *day of* June, 1982.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: R. Dee Anderson
Betty R. Collins

FRONT

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ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE :

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO.

5943 - 1982

Project Name : PEMBERTON - Concrete Work & Asphalt

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
	*** DSR #041854 ***						
1.	6" Concrete Drives (Include Removal)	378	S.Y.				
2.	4" Concrete Sidewalk (Including Removal)	150	S.F.				
3.	Concrete Curb Type III (Including Removal & Asphalt Patching)	50	L.F.				
4.	Seeding, Topsoil, Mulch & Fine Grading	210	S.Y.				
	***DSR #047245 ***						
5.	4" Concrete Sidewalk (Including Removal)	50	S.F.				
6.	Concrete Curb Type III (Including Removal & Asphalt Patching)	300	L.F.				
7.	Seeding, Topsoil, Mulch & Fine Grading	222	S.Y.				
8.	Concrete Wingwalk (Including Removal)	175	S.F.				
9.	Hot Asphalt Patching	25	Ton				
	*** DSR #041880 ***						
10.	Asphalt Removal (Surface)	200	S.Y.				
11.	Hot Asphalt Concrete Binder	45	Ton				
12.	Hot Asphalt Concrete Surface A-2	11	Ton				
	*** DSR #047247 ***						
13.	Pavement Removal	1000	S.Y.				
14.	Hot Asphalt Concrete Base #53	235	Ton				
15.	Hot Asphalt Concrete Binder	94	Ton				
16.	Hot Asphalt Concrete Surface A-2	80	Ton				
	Sub Total						
	Engineering & Inspection						
	Total Estimated Cost						

Note :

Form 1929

Improvement Resolution

FOR MISCELLANEOUS CONSTRUCTION
(AS NOTED)

72-17-30 #1
6/23/82

No. 5942 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ repair 1982 Flood Damage in the Dwenger Avenue Area.

This Resolution includes: DSR #041857

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne MVH Funds with 75% to be reimbursed by FEMA.

Adopted, this 23rd *day of* June, 1982

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson Otte
Betty L. Collins

Improvement Resolution

FOR MISCELLANEOUS CONSTRUCTION
(AS NOTED)

HI

72-17-19
6/23/82

No. 5941 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ to repair 1982 Flood Damage in the Northside Drive, Oswego, Baltes, and Griswold Drive Area.

This Resolution includes: DSR #041864
DSR #041863
DSR #041860
DSR #041853
DSR #041856

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing bereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne MVH Funds, with 75% to be reimbursed by FEMA.

Adopted, this 23rd *day of* June, 1982

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson
Betty R. Collins

FRONT

1.16

ESTIMATE OF QUANTITIES

RES. NO. 5942 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE :

Project Name: DWENGER AVE. FLOOD DAMAGE REPAIR

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
	*** DSR #041857 ***						
1.	Asphalt Removal (Surface)	7822	S.Y.				
2.	Concrete Curb Type III (Including Removal)	150	L.F.				
3.	4" Concrete Sidewalk (Including Removal)	100	S.F.				
4.	6" Concrete Drives	32	S.Y.				
5.	Underseal	20	Ton				
6.	Joint & Crack Sealer	1	Ton				
7.	Hot Asphalt Concrete (Patching)	20	Ton				
8.	Hot Asphalt Concrete (Binder)	860	Ton				
9.	Hot Asphalt Concrete (Surface)	430	Ton				
10.	Casting, Type A	6	Ea.				
11.	Casting, Type C	5	Ea.				
	Sub Total						
	Engineering & Inspection 10%						
	Total Estimated Cost						

Note :

Sheet 1 of 1

Improvement Resolution

FOR MISCELLANEOUS CONSTRUCTION
(AS NOTED)

HI

82-12-19
6/23/82

No. 5941 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary ~~to improve~~ to repair 1982 Flood Damage in the Northside Drive, Oswego, Baltes, and Griswold Drive Area.

This Resolution includes: DSR #041864

DSR #041863

DSR #041860

DSR #041853

DSR #041856

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne MVH Funds, with 75% to be reimbursed by FEMA.

Adopted, this 23rd *day of* June, 1982

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson Pres
Betty R Cockrum

1.16

ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO. 5941 - 1982

Project Name: Northside, Oswego, Balls, Griswold Flood Damage Repair

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
	*** DSR #041864 ***						
1.	Hot Asphalt Concrete Binder	67	Ton				
	*** DSR #041863 ***						
2.	Hot Asphalt Concrete Binder	60	Ton				
	*** DSR #041860 ***						
3.	Hot Asphalt Concrete Patching	50	Ton				
	*** DSR #041853 ***						
4.	Pavement Removal	89	S.Y				
5.	Hot Asphalt Concrete Base #53	35	Ton				
6.	Hot Asphalt Concrete Surface A-2	5	Ton				
	*** DSR #041856 ***						
7.	Hot Asphalt Concrete Surface Patching	75	Ton				

Form 1859

HI

72-17-18
6/23/82

Improvement Resolution

FOR MISCELLANEOUS CONSTRUCTION
(AS NOTED)

No. 5940 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ repair 1982 Flood Damage in the Harrison, Sherman, and Herman Area.

This Resolution includes: DSR #041865

DSR #041866

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne MVH Funds, 75% to be reimbursed by FEMA.

Adopted, this 23rd *day of* June, 1982

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson Stat
Barry R. Collins

ESTIMATE OF QUANTITIES

RES. NO. 5940 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE:

Project Name: HARRISON, SHERMAN, HERMAN Flood Damage Repair

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
	*** DSR #041865 ***						
1.	Breaking Pavement	400	S.Y.				
2.	Stone #73	40	Ton				
	*** DSR #041866 ***						
3.	Pavement Removal	903	S.Y.				
4.	Hot Asphalt Concrete Base #53	398	Ton				
5.	Hot Asphalt Concrete Surface A-2	50	Ton				
6.	Chip & Seal	1222	S.Y.				
7.	4" Concrete Sidewalk (Including Removal)	125	S.F.				
8.	Concrete Curb Type III (Including Removal)	20	L.F.				
	Sub Total						
	Engineering & Inspection 10%						
	Total Estimated Cost						

Note:

Sheet 1 of 1

IMPROVEMENT RESOLUTION

FOR STREETS

82-17-17
6/23/82

NO. 5939 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) TAYLOR STREET - From the west pavement line of Ardmore Ave. to the east pavement line of Randall Raod.

(2) COVINGTON RD. - From the west pavement line of Ardmore Ave. to the southeast property line of Upper Huntington Road -- except that portion already resurfaced; namely, from Washington Road to a point 2,050 Ft. east thereof.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from MVH and LRS Funds.

ADOPTED, this 23rd day of June, 1982.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

FRONT

ESTIMATE OF QUANTITIES

RES. NO. 5939 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE :

Project Name : 1982 Resurfacing - Covington Road & Taylor Street

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Pavement Removal	3000	S.Y.				
2.	H.A.C. #9 Binder	3435	Ton				
3.	H.A.C. #11 Binder	727	Ton				
4.	H.A.C. "B" Surface	1121	Ton				
5.	Joint & Crack Sealer	3	Ton				
6.	#53 Crushed Stone (Rolled & Compacted)	1900	Ton				
7.	Ditching & Cleaning	2000	L.F.				
8.	Corregated Metal Pipe (Coated)	700	L.F.				
9.	Water Valves Adjust & Set to Grade	21	Ea.				
	Sub Total						
	Engineering & Inspection 10%						
	Total Estimated Cost						

Note :

Sheet 1 of 1

S-119-82
7/13/82

RESOLUTION NO. 72-10-35

Optional Cash Payment in Lieu of Monthly
Special Capital Surcharge Payments

WHEREAS, the Common Council of the City of Fort Wayne has heretofore enacted a Special Capital Surcharge of $4.65 per month to be paid by certain users discharging wastes into the sewage systems acquired by the City and which are located in St. Joseph and Adams Townships, Allen County, Indiana; and

WHEREAS, said monthly surcharge remains in full force and effect until the principal and interest and other costs associated with financing the purchase of said sewage systems have been fully amortized; and

WHEREAS, certain users subject to said monthly surcharge have requested the option to pay cash in advance, discounted for the present value of said cash payment, in lieu of paying principal, interest and costs to maturity; and

WHEREAS, the City's financial consultant, Bernard T. Perry, who is currently proposing issuance of sewage works revenue bonds to refund bank loans incurred to pay the purchase costs of said sewage systems which are to be amortized by the monthly surcharge of $4.65, has advised the Board of Public Works that the discounted present value of said monthly payments is $400 cash, if paid prior to September 1, 1982,

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing findings of the Board, as follows:

1. The sewage works owned and operated by the City is hereby authorized to accept a single cash payment of $400, in lieu of the monthly charge of $4.65 heretofore levied by the Common Council, from users subject to such monthly charge, provided, however, that such cash payment is made prior to August 31, 1982.

2. In the event a user adopts the option of making said one-time cash payment in lieu of said monthly payments referred to herein, the sewage works is hereby authorized to reduce the cash payment required by any monthly payments made by user in the interim.

Adopted this 16th day of June 1982.

BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra Kennedy, Clerk

119

72-10-34
6/16/82

STREET LIGHTING RESOLUTION NO. 160 -82

Street Light Maintenance and Construction

Whereas: the current contract for maintenance of the street lighting system and unit prices for new construction expires August 31, 1982, and;

Whereas: the City finds it to it's advantage to continue the present practice of contracting for maintenance and new construction.

Therefore: The Board of Public Works of the City of Fort Wayne, Indiana; hereby resolves to obtain bids to provide for the maintenance of and new construction on the municipally owned street lighting system of the said City for the period of one year from the effective date of the contract and such work is now ordered.

Adopted, this 16th day of June, 1982.

BOARD OF PUBLIC WORKS

Chairman

Member

Member

Attest:

Clerk

120

Form 3B I&ME Co. (Indiana 8/78)

93-10-31 HT
6/16/82

This Agreement entered into this 27th day of April 1982

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and The City of Fort Wayne

One Main Street Fort Wayne, Indiana or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at Water Pollution Control (Storm Water) 2200 Lake Ave. Ft. Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than One (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be April 27, 1982 .

The electric energy delivered hereunder shall be alternating current at approximately .....volts .....wire single phase 4160 volts 4 wire three phase and it shall be delivered at customer's existing 4 KV cable in Water Pollution Control (Storm Water) substation.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at metering structure on 4160V side of the transformers in the Water Pollution Control (Storm Water) substation.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at 1000 kw ..... kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

INDIANA & MICHIGAN ELECTRIC COMPANY

By: .....

Title: George L. Phillips, P.E.
Customer Services Manager

The City of Fort Wayne
Water Pollution Control (Storm Water)

By: .....

Title: .....

121

Form 3B I&ME Co. (Indiana 8/78)

H 7

23-10-31
6/16/82

This Agreement entered into this 23rd day of April 1982

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and

The City of Fort Wayne

One Main Street
Fort Wayne, IN

or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

Water Filtration Plant
103 Griswold Dr., Ft. Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be April 23, 1982 .

The electric energy delivered hereunder shall be alternating current at approximately ..... volts ..... wire single phase
2400 volts 3 wire three phase

and it shall be delivered at customer's 2400 volt cables in first manhole outside substation.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at customer's 2400 volt bus in three locations.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at ..... kw
2,300 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

INDIANA & MICHIGAN ELECTRIC COMPANY

By: .....

Title: George L. Phillips, P.E.
Customer Services Manager

The City of Fort Wayne
Water Filtration Plant

By: .....

Title: .....

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Form 3B I&ME Co. (Indiana 8/78)

73-10-31
6/16/82
HI

This Agreement entered into this 27th day of April 1982

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and

The City of Fort Wayne
One Main Street
Fort Wayne, IN

or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

St. Joe River Dam & Pumping Station
3801 N. Anthony Blvd., Ft. Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be April 27, 1982 .

The electric energy delivered hereunder shall be alternating current at approximately ..... volts ..... wire single phase
2,400 volts 3 wire three phase

and it shall be delivered at customer's cables in substation.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at metering structure on 2,400 volt side of the transformers.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at ..... kw
675 kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

INDIANA & MICHIGAN ELECTRIC COMPANY

By: .....

Title: George L. Phillips, P.E.
Customer Services Manager

The City of Fort Wayne
St. Joe River Dam & Pumping Station

By: Robert Anderson Stats

Title: Member Bd. of Public Wks

121

Form B I&ME Co. (Indiana 8/78)

22-10-31 H.I
6/14/82

This Agreement entered into this 27th day of April 1982

by and between the INDIANA & MICHIGAN ELECTRIC COMPANY, hereafter called the Company, and

The City of Fort Wayne
One Main Street
Fort Wayne, IN

or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Agreement, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Service Commission of Indiana, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at

Water Pollution Control Plant
2601 Dwenger Ave., Ft. Wayne, IN

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of one (1) year from the time such service is commenced, and thereafter in successive periods of not less than one (1) year each, until either party shall give the other not less than 60 days notice in writing of his or its election to discontinue the service at the expiration of any of said periods. The date that service shall be deemed to have commenced under this Agreement shall be April 27, 1982 .

The electric energy delivered hereunder shall be alternating current at approximately 4160 volts 4 wire single phase
volts wire three phase
and it shall be delivered at customer's existing 4 KV cable in Water Pollution Control substation.

which shall constitute the point of delivery under this Agreement. The said electric energy shall be delivered at reasonable close maintenance to constant potential and frequency and it shall be measured by a meter or meters owned and installed by the Company and located at metering structure on 4160V side of the transformers in the Water Pollution Control substation.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at 2,500 kw
kva

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff WSS-545 as regularly filed with the Public Service Commission of Indiana, said tariff being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised tariff incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement cancels and supersedes all previous agreements relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

INDIANA & MICHIGAN ELECTRIC COMPANY

By: .....

Title: George L. Phillips, P.E.
Customer Services Manager

The City of Fort Wayne
Water Pollution Control Plant

By: [signature]

Title: Member Bd of Public Wks

121

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

72-T-27
6/16/82
HI

No. 5932 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks where needed on

Monroe St. - Both sides from Lasalle to Wallace;

Clay St. - Both sides from Lasalle St. to Wallace;

Masterson - Both sides from Monroe to first alley east of Monroe;

Suttenfield- North side from Warsaw to Caroline St.;

Also known as LA REZ NEIGHBORHOOD, PHASE V.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by Community Development & Planning.

Adopted, this 16th *day of* June, 1982.

ATTEST: Linda E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS: Robert Anderson

CALHOUN PRESS

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ESTIMATE OF QUANTITIES

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

DATE :

W.O. # _____
Center Line Length _____
Property Frontage _____

RES. NO.
5932-82

Project Name : LA REZ, PHASE V

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Curb Removal	1630	L.F.				
2.	New Curb, Type III	1630	L.F.				
3.	New 4" Sidewalk	8525	S.F.				
4.	New Corner Wingwalk (Incl. Ramps)	800	S.F.				
5.	New 6" Driveway	57	S.Y.				
6.	New 8" Alley Approach	198	S.Y.				
7.	Adjust C.B.	4	Ea.				
8.	Tree Removal	3	Ea.				
9.	Seed	569	S.Y.				
10.	Top Soil	136	Ton				
11.	Asphalt Patching	1925	L.F.				
12.	Concrete Removal	1295	S.Y.				
13.	2" Conduit	140	L.F.				
			Sub Total				
	Engineering & Inspection 10%						
			Total Estimated Cost				

Note :

Sheet ___ of ___

8-132-82
7/27/82

82-013427

72-9-27
6/16/72
FI

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 16th day of June, 1982, by and between Adams Center Landfill, Inc., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH, THAT:

WHEREAS, the Owner desires to construct a local sanitary sewer described as follows:

1982 AUG 13 PM 4:09
ALLEN COUNTY RECORDER

Beginning at an existing sanitary sewer manhole located 1,400 LF West of and 100± LF South of the centerline intersection of Adams Center Road and Penn Central Railroad. Thence, Easterly along and parallel to the South right-of-way of said Penn Central Railroad 1360± LF to a proposed manhole located 100± LF South of and 45± LF West of the centerline intersection of said Penn Central Railroad and Adams Center Road. Thence, South along Adams Center Road 1200± LF terminating at a proposed manhole. Said sewer shall be 12-inches and 8-inches in diameter,

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY and known as Adams Center Landfill, Inc., sanitary sewer extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the total cost of construction of said sewer is represented to be Seventy-Six Thousand ($76,000.00) Dollars, including related Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

Owner shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY

13.00 CBF

H 2061, WPCE 134

123

to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY." Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or herafter be regularly established by "CITY," and all further maintenance thereafter shall be borne by "CITY."

2. COST OF CONSTRUCTION

Owner and or his contractor agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate:

A part of the Northeast Quarter Section 21, Township 30 North, Range 13 East, located South of Penn Central Railroad; being the East 300 feet of the following.

Beginning at the Southeast corner of the Northeast Quarter of Secton 21, Township 30 North, Range 13 East, Allen County, Indiana; thence North (assumed) along the East line of the Northeast Quarter of said Section 21 a distance of 1325.0 feet to the Northeast corner of the South half of the Northeast Quarter of Section 21 aforementioned; thence along the North line of the South half of the Northeast Quarter of said Section 21 South 89 degrees 38 minutes 26 seconds West a distance of 2643.4 feet to the Northwest corner of the South half of the Northeast Quarter of Section 21; thence along the West line of the Northeast Quarter of said Section 21 South 0 degrees 06 minutes 13 seconds West a distance of 1318.2 feet to a railroad iron fence corner post found on the Southwest corner of the Northeast Quarter of said Section 21; thence along the South line of said Northeast Quarter North 89 degrees 47 minutes 15 seconds East, a distance of 2645.8 feet to the point of beginning containing 80.23 acres of land more or less and subject to right-of-way easement over the Easterly 25 feet for Adams Center Road and subject to an easement grated to Indiana Service Corporation dated 2 December 1947 recorded in Book 398, page 39, Office of Recorder , Allen County, Indiana, of which 7.5 acres is served intially along Adams Center Road.

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As Owner will pay for the cost of construction of said sewer as it pertains to the above-described area, no charge or assessment is made by this Agreement against the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

An area connection charge of Seven Hundred ($700.00) Dollars per acre must be paid to "CITY" at the time of connection. This area connection charge represents the installation and/or oversizing cost expended by "CITY" for sewer treatment system known as the North Maumee Study Area, Resolutions 331-80, 332-80, 334-80, 336-80 and a portion of Water Pollution Control Treatment Plant Expansion.

5. BOND

This contract is subject to Owner and/or his contractor furnishing a satisfactory Guaranty Bond as all construction is on Owner's land for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY.

5. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Owner, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory

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now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce CITY to execute and ratify this contract, said Owner for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at is discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Owner further agrees that any deeds, contractors, or other instruments of conveyance made by Owner, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from Owner, his successors and assigns by any grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

Owner further agrees to record an executed copy of this contract in the Allen County Recorder's office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309,395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

OWNERS: ADAMS CENTER LANDFILL, INC.

By: _____
Don Brady, Vice President, General Manager

_____
Corporate Secretary

CITY, ~~by its MAYOR~~

_____
Win Moses, Jr.

BOARD OF PUBLIC WORKS

_____
Stephen A. Bailey, Chairman

_____
Roberta Anderson Staten, Member

_____
Betty R. Collins, Member

ATTEST:

_____
Clerk, Board of Public Works

APPROVED as to form and legality:

_____
Richard E. Snouffer, Associate City Attorney

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

OWNERS: ADAMS CENTER LANDFILL, INC.

By: _____
Don Brady, Vice President, General Manager

_____
Assistant Corporate Secretary

CITY, by its MAYOR

_____
Win Moses, Jr.

BOARD OF PUBLIC WORKS

_____
Stephen A. Bailey, Chairman

_____
Roberta Anderson Stater

_____
Betty R. Collins, Member

ATTEST:

_____
Clerk, Board of Public Works

APPROVED as to form and legality:

_____
Richard I. Snouffer, Associate
City Attorney

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STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Don Brady, Vice President and General Manager of Adams Center Landfill, Inc., and acknowledged the execution of the foregoing Agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15 day of June, 1982.

Eleanor Ahr
Notary Public
Eleanor Ahr

My Commission Expires:
Aug. 9th 1982

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mayor, Stephen A. Bailey, Chairman, Roberta Anderson Staten, and Betty R. Collins, Members of the Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing Agreement for Sewer Extension as and for his/her voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16 day of June, 1982.

Sandra E Kennedy
Notary Public
Sandra E. Kennedy

My Commission Expires:
March 5, 1984

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

123

72-9-25
6/16/82
HI

RESOLUTION NO. 72-9-25 - 1982

BARR STREET CLOSING

S-190-82
7/27/82

For the closing of Barr Street from the east property line of Clinton Street to the north property line of Duck Street to through traffic.

Whereas, the Board of Public Works of the City of Fort Wayne, Indiana, has been requested to close Barr Street from the east property line of Clinton Street to the North property line of Duck Street, for and in conjunction with the Rivergreenway.

Whereas the property which may be injuriously or beneficially affected by such street closing is described as follows: Lots 1 and 2 of Comm. Sub of Lot #1 Eliza Hanna's Sr. Subdivision, and lots 4 and 5 of Eliza Hanna's Sr. Subdivision to the City of Fort Wayne, Indiana and part NE¼ Sec. 2-30-12 space known as Riverbank. Said space and addition are inclusive to the City of Fort Wayne, Indiana.

Whereas the cost of such street closing to through traffic be borne by the City of Fort Wayne.

Now, Therefore, be it resolved by the Board of Public Works that it is in the best interests of the City of Fort Wayne in terms of Traffic flow and the Rivergreenway Barr Street be and is hereby declared closed to through traffic from the east property line of Clinton Street to the north line of Duck Street.

ADOPTED THIS 16th DAY OF June 19 82

Attest: Sandra E. Kennedy
Secretary Board of Public Works

Robert Anderson

BOARD OF PUBLIC WORKS

82-013428

72-9-23
6/16/82

A-121-82
7/27/82

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate, this 16 day of June, 1982, by and between HOWARD MARTIN, INC., an Indiana Corporation, hereinafter referred to as "OWNER," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY,"

WITNESSETH, THAT:

1982 AUG 13 PM 4:11
ALLEN COUNTY RECORDER
Virginia Brown

WHEREAS, the Owner desires to construct a local sanitary sewer described as follows:

Lateral #1

Beginning at an existing 48-inch sanitary sewer interceptor constructed by Resolution 332-1980 at a point approximately 1050± LF East of and 1060± LF South of the centerline intersection of Meyer Road and Hoevel Road; thence due North 703± LF terminating at a proposed manhole.

Lateral #2

Beginning at aforedescribed 48-inch sanitary sewer interceptor at a point located 30± LF East of and 1560± LF South of the intersection of Meyer Road and Hoevel Road; thence North along and parallel to said Meyer Road 800± LF to a proposed manhole thence due East 300± LF terminating at a proposed manhole.

Said sewer shall be 8-inches in diameter,

in accordance with plans, specifications and profiles heretofore submitted to and approved by City and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of City and known as Meyer Road sanitary sewer extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Owner has an interest, but also an adjoining land area, ~~noted as Exhibit "A."~~

WHEREAS, the total cost of construction of said sewer is represented to be Six Thousand Two Hundred ($6,200.00) Dollars, including related Engineering and Inspection fees.

11.50 C BJ

7061- WPC Engineering Box

125

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

Owner shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by City under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of City until final acceptance by City. Upon acceptance by City, said sewer shall become the property of City and City shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance therafter shall be borne by City.

2. COST OF CONSTRUCTION

Owner agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold City harmless from any liability for claims connected therewith.

3. AREA OF OWNER

Said sewer when accepted by the City will serve the following described real estate:

> The West Half of the Northwest Quarter of Seciton 21, Township 31 North, Range 13 East containing 72.12 Acres.

As Owner will pay for the cost of construction of said sewer, it it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage charges as are customarily charged by City for connections to City sewer mains and treatment of sewage therefrom.

Owner further agrees that any deeds, contractors, or other instruments of conveyance made by Owner, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from Owner, his successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

Owner further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309-395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of the City, by duly appointed Ordinance and if such Ordinance is not adopted with in a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first written above.

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OWNER: HOWARD MARTIN, INC.

By Tom Martin
Tom Martin

Title: President

CITY, by its Mayor

Win Moses, Jr.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Clerk, Board of Public Works

APPROVED as to form and legality:

Richard C. Snouffer, Associate
City Attorney

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeard Tom Martin, and executed the foregoing Agreement as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14th day of June, 1982.

Richard E Ensley
NOTARY PUBLIC

My Commission Expires:

September 8, 1983

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Win Moses, Jr., Mayor and Stephen A. Bailey, Chairman and Roberta Anderson Staten, and Betty R. Collins, as Members of the Board of Public Works of the City of Fort Wayne, and executed the above and foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16 day of June, 1982.

Sandra E. Kennedy
NOTARY PUBLIC
Sandra E. Kennedy

My Commission Expires:
March 5, 1984

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

5-23-82
6-1-82

R E S O L U T I O N

72-3-20

WHEREAS, ROGER E. & LINDA L. DOWNEY have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public utility easement situated in Fort Wayne, Allen County, to-wit:

> Beginning at the southeast corner of Lot #242 lying in Eastland Gardens Section B; thence west along the south line of said Lot #242 a distance of 3 feet; thence north and parallel to the east line of said Lot #242 a distance of 101 feet; thence east and parallel to the south line of said Lot #242 a distance of 3 feet to the east line of said Lot #242; thence south along said east line of Lot #242 a distance of 101 feet to the point of beginning

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512; and,

WHEREAS, notice of such public hearing has been given by due and proper publication thereof;

WHEREAS, said vacation of public utility easement has been routed through the following departments: Street Engineering, Traffic Engineering, Water Engineering, Water Pollution Control Engineering, Electrical Engineering, Park Board and through the Public Utility Companies.

NOW THEREFORE, BE IT RESOLVED by the Fort Wayne Board of Public Works that the vacation of said public utility easement hereinbefore described conforms to the general policy and pattern of development set out in the Master Plan of the City of Fort Wayne, Indiana.

BE IT FURTHER RESOLVED by the Board of Public Works that the vacation of said public utility easement hereinbefore described be and the same is hereby approved subject to easements as required by all public utilities occupying and using said public easement or part thereof for the vacation and operation of its utility facilities shall not be deprived of said use on account of these proceedings unless any said utilities shall file a written consent to said vacation.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, Stephen A. Bailey, Chairman of the Board of Public Works, do hereby certify that attached hereto is a full, true and correct copy of a resolution adopted by the Fort Wayne Board of Public Works at their meeting held June 9, 1982 and as same appears of record in the official records of said Board of Public Works.

DATED THIS 9th DAY OF June 1982

FORT WAYNE BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

FRONT

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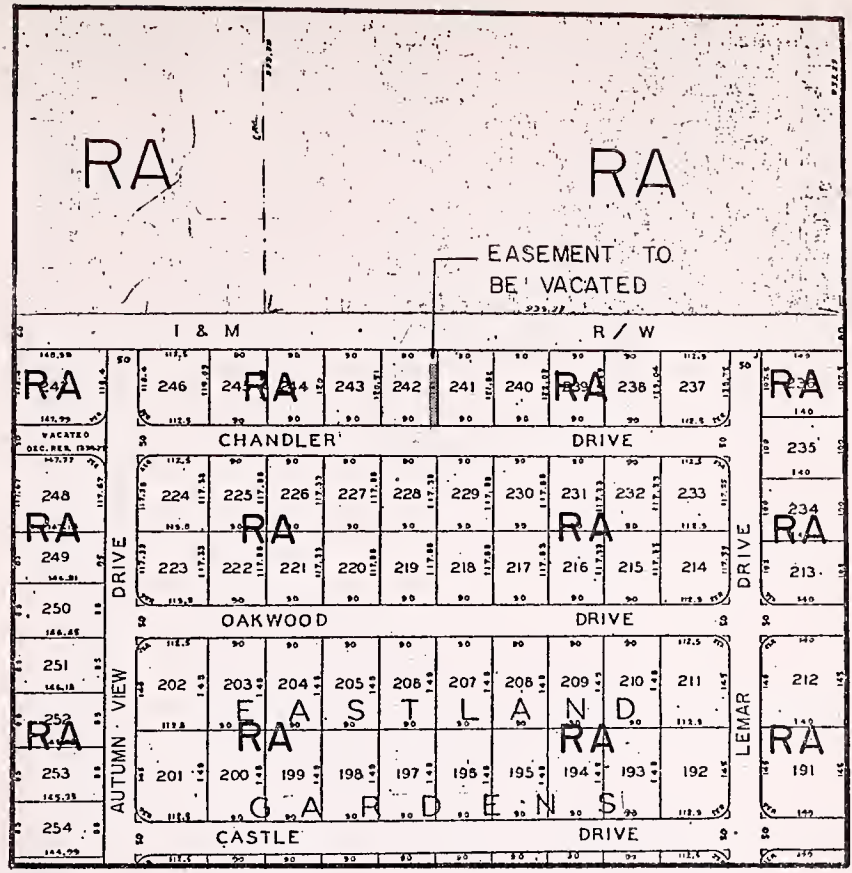

A PETITION TO VACATE PUBLIC UTILITY EASEMENT.

6-82-04-17

MAP NO. Q-27

BY G. R. LAX 2-25-82

S-124-82
7/27/82

92-4-24
6/9/82
H.I.

HAGERMAN SHAMBAUGH JOINT BIDDERS
P. O. Box 10690
Fort Wayne, IN 46853

June 4, 1982

Board of Works of the City of Fort Wayne
Fort Wayne, IN 46802

Re: Water Quality Control Project, Phases A, B, and C Advanced Wastewater Treatment, EPA Project No. C-180774-03

Gentlemen:

The undersigned, as joint bidders under the caption contract, by their duly authorized representatives, do hereby approve the modification in payment of the City of Fort Wayne's portion of the caption construction contract by the use of promissory notes to be issued for said city's share on a monthly basis, executed by the Mayor and the Clerk of the City of Fort Wayne and obligating the revenues from the City of Fort Wayne water pollution control utility and water utility for the repayment of said notes, said notes to be given in partial payment of sums owing to the undersigned joint bidders pursuant to the original contract. It is expressly understood by us, however, that this payment procedure will be first approved by the Common Council of the City of Fort Wayne and that no other approvals of any other local, state, or federal agency or governmental authority is necessary to make said notes legally binding upon the City of Fort Wayne. We further understand that in the event said notes are uncollectible in part or totally, we have not waived any rights to collect under the original contract as executed, and may pursue our rights and remedies under said contract as if said notes had not been issued. If our understanding of this modification and payment procedure is the same as the Board

BY: _____
CHARLES W. WESTERMAN, CITY CLERK

D7

of Works, kindly note your approval at the conclusion of this letter and return two copies to us for our files.

Respectfully submitted,

HAGERMAN SHAMBAUGH JOINT BIDDERS

HAGERMAN CONSTRUCTION CORPORATION

By _____
MARK F. HAGERMAN, President

SHAMBAUGH AND SON, INC.

By _____
MAX P. SHAMBAUGH, President

*APPROVED THIS 16 DAY OF June, 1982.

BOARD OF WORKS OF THE
CITY OF FORT WAYNE

By _____
Stephen A. Bailey, Chairman

By _____
Roberta Anderson Staten, Member

By _____
Betty R. Collins, Member

* We are accepting the terms of this letter with the understanding that the interest rates will be 65% of Lincoln National Bank's prime rate from time to time and payment to be per outline previously given.

BY: _____
CHARLES W. WESTERMAN, CITY CLERK

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PROMISSORY NOTE

$_____

Fort Wayne, Indiana

_____

The Maker, CITY OF FORT WAYNE, INDIANA, a municipal corporation, promises to pay to the order of HAGERMAN SHAMBAUGH JOINT BIDDERS, payee, at One Main Street in Fort Wayne, Indiana, the sum of _____, together with interest thereon from date until maturity at the rate per annum which is equal to sixty-five (65) percent of the Lincoln National Bank & Trust Company's prime rate with costs of collection and attorney's fees, and without relief from valuation or appraisement laws on or before _____. The rate of interest shall change from time to time effective on the same day with a change in said prime rate.

"Prime Rate" means the Bank's published interest rate the Bank charges for 90-day unsecured commercial loans at Fort Wayne, Indiana, to large corporate customers of the highest credit standing.

Notwithstanding anything herein to the contrary, this Note is payable solely from revenues from City of Fort Wayne Water Pollution Control Utility and Water Utility. This Note does not now or shall it ever constitute a charge against the general credit or taxing power of the City of Fort Wayne, Indiana.

Maker hereby waives all presentment, demands, notices and protests and waives all defenses by reason of, and consents to, any one or more extensions of time for payment or other indulgences, renewals, or compositions granted or permitted by the holder. The waiver of any default, or the remedying of any default in a reasonable manner, shall not operate as a waiver of the default remedied on any subsequent occasion or of any other prior or subsequent default.

The loan evidenced hereby has been made and this Note has been delivered in Indiana and shall be governed by the laws of the State of Indiana.

This is one of a series of notes from Maker to payee all of which said notes combined will be retired at the rate of $83,300.00 per month including principal and interest. Said monthly payment shall be the only monthly obligation which Maker shall be required to make on the entire principal amount and interest. Said monthly payment shall commence January _____, 1983.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be duly executed by its duly authorized officers as of the date first above written.

CITY OF FORT WAYNE, INDIANA

BY: _____
WIN MOSES, JR., MAYOR

BY: _____
CHARLES W. WESTERMAN, CITY CLERK

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S-118-82
7/13/82

AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, INDIANA ("City") and THE FORT WAYNE FINE ARTS FOUNDATION, INC., ("FWFA"),

WITNESSETH:

WHEREAS, City and FWFA have previously entered into an agreement whereby City did manage the parking lot of FWFA located at the intersection of East Main Street and Lafayette Street and which agreement provided that the revenue from said parking lot operation was divisible between City and FWFA; and

WHEREAS, FWFA is indebted to City in the Sum of $ 44,458.47 which said indebtedness was being reduced through the application of proceeds from the operation of said parking lot; and

WHEREAS, FWFA is now constructing a building upon a portion of said parking lot and the available parking spaces has been greatly reduced; and

WHEREAS, it is anticipated that said parking lot will not produce sufficient income to carry out the intent of the parties' prior agreement; and

WHEREAS, the parties are desirous of terminating their prior agreement and of entering into a new agreement to provide for the payment to City by FWFA of the amount of its said indebtedness.

NOW, THEREFORE, IT IS AGREED:

1. The prior agreement of the parties for the operation of the parking lot of FWFA and for the division of parking revenues is hereby terminated.

2. FWFA shall hereafter operate said parking lot itself and shall, subject to later provisions hereof, retain all of the proceeds derived from said operation.

3. Commencing April 1, 1982, and continuing for so long as FWFA is indebted to City, FWFA shall pay to the City all net revenues in excess of $15,000.00 per annum received from the operation of said parking lot to the City to apply upon the principal and interest of the debt owing by FWFA to City as follows:

A. The first $15,000.00 of said funds received in each year shall be applied against the principal of said debt.

B. The excess, if any, of said funds received each year shall be applied to interest on said debt which shall be less than or equal to 6% of the unpaid principal balance of said debt owing at the beginning of such annual period in which said excess payment is received. Interest shall not be cumulative from year to year.

4. This agreement shall become effective only upon its approval by the Common Council of the City of Fort Wayne, Indiana.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

FRONT

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seals this 13th day of July, 1982.

THE FORT WAYNE FINE ARTS FOUNDATION, INC.

BY: John N. McKenna

BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

BY:

BY: Robert Anderson

BY: Betty R. Collins

APPROVED AS TO FORM AND LEGALITY

BY:
RICHARD I. SNOUFFER
Associate City Attorney

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, this 27 day of July, 1982.

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

FRONT

82-013846

AGREEMENT
BETWEEN
THE CITY OF FORT WAYNE
AND
COOK ROAD INDUSTRIAL INVESTORS, INC.
FOR WATER MAIN EXTENSION

DULY ENTERED FOR TAXATION
AUG 19 1982
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

82-3-11
8/19/82

1982 AUG 19 PM 2:23
ALLEN COUNTY RECORDER
Virginia A. Young

WHEREAS, THE CITY OF FORT WAYNE, through its Board of Public Works, hereinafter referred to as "City," and COOK ROAD INDUSTRIAL INVESTORS, INC., Contract Buyers, and Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Contract Sellers, hereinafter referred to as "DEVELOPER," hereby agree to a joint venture for economic development with City, and,

WHEREAS, Developer is proposing an industrial expansion that would create jobs to the betterment of the Citizens of the City, and

WHEREAS, Developer is the owner of and intends to create an industrial and research center on the following described tract of land, to-wit:

Located in the Northeast Quarter of Section 16, and Northwest Quarter of Section 15, Township 31 North, Range 12 East, consisting of 112.545 acres, bounded on and contiguous to the following boundaries: Cook Road, Ludwig Road, Chalfant Road and the former G R & I Railroad, and, more particularly described on attached Exhibit "A," and,

WHEREAS, City through its Mayor and Board of Public Works has a strong commitment to the community for economic development, in creating employment for the citizenry, and,

WHEREAS, City as a part of the joint venture has been requested by said Developer to extend a 16" water main to the aforedescribed land known as Cook Road Industrial Research Center, and,

NOW, THEREFORE, City hereby agrees to extend, and Developer hereby agrees to accept water service from a 16" diameter water main as follows:

1. City will construct, at its expense, a 16" water main from the City's existing system to a point on Chalfant Road, 1100± feet south of Cook Road at an estimated cost of One hundred twenty-five thousand, three hundred dollars ($125,300.), including engineering, inspection, pressure-testing and disinfection fees.
2. One-half of the total project cost, as certified by the Chief Water Engineer, shall be recovered from Developer at the rate of $575.00 per gross acre, as the following described real estate is developed.

SEE ATTACHED EXHIBIT "A"

3. Developer agrees that, in the event it acquires any acreage contiguous to the real estate hereinbefore described, it shall, at its sole cost, and in accordance with the latest provisions of the Main Extension Policy of the Utility, extend the water main so as to service such additional acreage.
4. City and Developer agree that in addition to the cost of any water main extensions, an assessment of $300.00 per gross acre

Water Engineering
Dept
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shall be paid by Developer as such contiguous property is developed. Such assessments shall be applied to any outstanding balance of Developer's original share of said main extension.

5. Developer shall provide City with all required easements for the extension of said water main into and through such additional acreage.
6. Developer will furnish City with a legal description of all such additional acreage when acquired.
7. Developer agrees that all funds expended by City pursuant to this Agreement as well as all area assessments and charges in connection with said water main shall be a lien upon the real estate described in paragraph 5 hereof as well as upon all other contiguous real estate acquired by Developer hereafter.
8. Developer agrees to execute and deliver to City from time to time such further documents and agreements as City may reasonably request so as to secure, record, perfect, or otherwise obtain a lien on those parcels of real estate herein described or hereafter acquired by Developer.
9. Developer agrees to pay all costs incurred by the City in the collection of any delinquent assessments or charges.
10. This Agreement shall extend for a term of 15 years from date hereof and at the time of expiration, any sums expended by City pursuant to paragraph 1 hereof and not previously recovered by it pursuant to other provisions hereof shall be payable to City forthwith. Other area assessments and charges shall be payable in accordance with the City's established policies and payment methods.
11. City agrees to attempt to acquire necessary easement for "off-site" areas. All costs of such acquisition shall be borne by Developer.
12. Developer agrees to acquire the services of a professional engineering consultant to provide, at its sole costs, plans and specifications that are to be reviewed and approved by City. Further, Developer agrees to have consultant deliver to City reproducible mylars that may be utilized by City for bidding purposes by City.
13. Developer agrees to grant City of Fort Wayne all necessary easements permanent and construction, width to be determined by City, throughout the aforedescribed tract of land.
14. The term "developed" as used in this Agreement, shall mean as a parcel of property is platted and approved by the Planning Commission having jurisdiction, or as building and/or sales occur, whichever occurs first.

(12)

15. City is herewith granted the authority to record this Agreement and any subsequent legal descriptions given to it by Developer in order to give notice of its lien upon the real estate herein described as well as upon tracts subsequently acquired by Developer as herein contemplated.

16. This Agreement is subject to the approval of the Common Council of the City of Fort Wayne, Indiana.

EXECUTED this 9th day of June, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

ROBERTA ANDERSON STATEN, MEMBER

BETTY R. COLLINS, MEMBER

ATTEST:

SANDRA E. KENNEDY, CLERK

CONTRACT BUYER:

COOK ROAD INDUSTRIAL INVESTORS, INC.

BY: FLETCHER MOPPERT, PRESIDENT

By: BARRY STURGES, SECRETARY-TREASURER

CONTRACT SELLERS:

SAM W. FLETCHER

JACK W. SCHREY

FRED MAROLF

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY
RICHARD I. SNOUFFER, ASSOC. CITY ATTORNEY

This document prepared by Richar I. Snouffer, Assoc. City Attorney.

(12)

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 19_____, personally appeared the within named STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn, said that they are respectively the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the CITY OF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Elizabeth J. Meyer
Notary Public
A Resident of Allen County, Indiana

My Commission Expires:

ELIZABETH J. MEYER, Notary Public
Resident of Allen County
My Commission Expires Feb. 12, 1985

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 19 82, personally appeared the within named Fletcher Moppert and Barry Sturges, who being by me first duly sworn upon their oaths say that they are the President and Secretary-Treasurer respectively, of Cook Road Industrial Investors, Inc., Contract Buyer, and as such duly authorized to execute the foregoing instrument and the same as the voluntary act and deed of Cook Road Industrial Investors, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sylvia L. Davis
Sylvia L. Davis
Notary Public
A Resident of Allen County, Indiana

My Commission Expires:

July 21, 1985

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 19 82, personally appeared the within named Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Contract Sellers, and acknowledged the foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sylvia L. Davis
Sylvia L. Davis
Notary Public
A Resident of Allen County, Indiana

My Commission Expires:

July 21, 1985

(124)

EXHIBIT "A"

The East Half of the West Half of the Northeast Quarter of Section 16, the East Half of the Northeast Quarter of Section 16, Range 12 East, together with that part of the Northwest Quarter of Section 15, which is West of the right-of-way of the G. R. & I. Railroad except that part of the aforementioned which lies within the right-of-way of Cook Road, all in Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the East Half of the West Half of said Northeast Quarter; thence N 00° -16' W, (North line of said Northeast Quarter assumed to be N 90° -00' E and is used as the basis for the rest of the courses in this description) on and along the West line of the East Half of said West Half, being within the right-of-way of Chalfant Road, 2531.8 feet to a point on the South right-of-way line of Cook Road said point being situated 60.0 feet (S 00° -16' E) from the Northwest corner of the East Half of said West Half, thence N 90° -00' E and parallel with the North line of said Northeast Quarter, on and along said South right-of-way line, 15.0 feet; thence N 60° -43' E, on and along said South right-of-way line, 61.3 feet; thence N 85° -14' E, on and along said South right-of-way line, 60.2 feet to a point situated 25.0 feet (measured at right angle) South of said North line; thence N 90° -00' E and parallel to said North line, on and along said South right-of-way line, 555.1 feet thence S 87° -08' E, on and along said South right-of-way line, 100.1 feet to a point situated 30.0 (measured at right angle) South of said North line; thence N 90° -00' E and parallel to said North line, on and along said South right-of-way line, 1000.0 feet; thence N 86° -49' E, on and along said South right-of-way line, 90.1 feet to a point on the East line of said Northeast Quarter, said point being situated 25.0 feet South of the Northeast corner of said Section 16; thence N 90° -00' E and parallel to the North line of the Northwest Quarter of said Section 15, on and along said South right-of-way line, 7.3 feet to the West right-of-way line of said G. R. & I. Railroad; thence S 00° -04'E, on and along said West right-of-way line, 2616.1 feet to the South line of said Northwest Quarter of Section 15; thence S 89° -21' W, on and along said South line, being also the centerline of Ludwig Road, 7.7 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence S 89° -59' W, on and along the South line of said Northeast Quarter, being also the centerline of said Ludwig Road, 1864.2 feet to the point of beginning, containing 112.545 acres of land and subject to legal right-of-way for Chalfant Road and Ludwig Road.

1982 AUG 24 AM 9 23
ALLEN COUNTY RECORDER
Virginia L Young

82-014069

77-3-19
6'9'82
HI

AGREEMENT

by and between

THE CITY OF FORT WAYNE

and

COOK ROAD INDUSTRIAL INVESTORS, INC.

FOR SANITARY SEWER EXTENSION

WHEREAS, THE CITY OF FORT WAYNE, through its Board of Public Works, hereinafter referred to as "CITY," and COOK ROAD INDUSTRIAL INVESTORS, INC., Real Estate Purchaser, and Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Real Estate Seller, hereinafter referred to as "DEVELOPER," hereby agree to a joint venture for economic development with "CITY," and,

WHEREAS, "DEVELOPER" is owner of and intends to create an industrial and research center on the following described tract of land, to-wit:

> Located in the Northeast Quarter of Section 16, Township 31 North, Range 12 East, consisting of 112.545 acres, more or less, bounded on and contiguous to the following boundaries: Cook Road, Ludwig Road, Chalfant Road and the former G R & I Railroad, and, more particularly described on attached EXHIBIT "A" and,

WHEREAS, "CITY" through its Mayor and Board of Public Works has a strong commitment to the community for economic development, in creating employment for the citizenry; and,

WHEREAS, "CITY" has an existing 24" Sanitary Sewer located 1135± East of aforedescribed tract of land and 1220± North of Ludwig Road, referred to as Spy Run Interceptor; and,

WHEREAS, "CITY" as a part of the joint venture, has been requested by said "DEVELOPER" to extend a 15" sanitary sewer service to the East property line of aforedescribed land known as Cook Road Industrial Center; and,

WHEREAS, "DEVELOPER" in an effort to induce "CITY" to extend said sanitary sewer to aforedescribed area, has committed to provide all engineering costs for the preparation of plans and specifications, and acquire all necessary easements for said sewer extension to East property line; and, also agrees to pay in addition to the existing Three Hundred ($300.00) area connection fee due the Spy Run Interceptor Sewer, one-half the cost of construction and inspection cost of the off-site sanitary sewer extension.

NOW, THEREFORE, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, to be performed by the parties, "CITY" and "DEVELOPER" agree as follows:

DULY ENTERED FOR TAXATION

AUG 24 1982

Gloria J. Gloglein
AUDITOR OF ALLEN COUNTY

WPCE -7061
Tom G.

130

1. Subject to City approval of plans and specifications and easements submitted to "CITY" by "DEVELOPER," "CITY" shall extend at its sole expense, a 15" sanitary sewer line to said property aforedescribed at an estimated cost of FIFTY-FOUR THOUSAND TWO HUNDRED FIFTY ($54,250.00) including inspection fees.

2. "CITY" agrees to attempt to acquire necessary easements for said 15" sewer extension in the event "DEVELOPER" is unsuccessful and "DEVELOPER" agrees to pay all cost of acquisition of said easements.

3. "DEVELOPER" agrees to provide "CITY" at its sole cost, approved certified plans and specifications of said 15" sewer on reproducible mylars.

4. "DEVELOPER" agrees to grant "CITY" all necessary easements, permanent and construction through the aforedescribed tract of land, including a forty (40) foot easement from the East property line to the West property. It is understood that sewer width can be reduced after completion of sewer construction.

5. One half the amount expended by "CITY" pursuant to paragraph one and two hereof, shall be recovered by it from "DEVELOPER" at the rate of $400.00 per acre as the following described real estate is developed:

> Located in the Northeast Quarter of Section 16, Township 31 North, Range 12 East, consisting of 112.545 acres more or less, bounded on and contiguous to the following boundaries: Cook Road, Ludwig Road, Chalfant Road and the former G R & I Railroad.

The aforesaid sum shall be in addition to the Spy Run Interceptor area fee and all other area cost and/or assessments.

6. "DEVELOPER" agrees that, in the event it acquires any acreage contiguous to the 112.545 acre tract hereinbefore described, it shall at its sole cost, extend the sanitary sewer to serve such additional acreage.

7. "CITY" agrees that the area connection fee charge to such additional acreage shall be $300.00 per acre in addition to the Spy Run Interceptor Connection fee.

8. "DEVELOPER" shall provide "CITY" with a recorded copy of all required easements for the on-site and off-site sanitary sewer extensions.

9. "DEVELOPER" shall furnish "CITY" with a legal description of all such additional acreage when acquired.

10. "DEVELOPER" agrees that all funds expended by "CITY" pursuant to this Agreement as well as all area assessments and charges in connection with said sewer shall be a lien upon the real estate described in paragraph five hereof as well as upon all other contiguous real estate acquired by "DEVELOPER" hereafter.

FRONT

11. "DEVELOPER" agrees to execute and deliver to "CITY" from time to time, such further documents and agreements as "CITY" may reasonably request, so as to secure, record, perfect, or otherwise obtain a lien on those parcels of real estate herein described or hereafter acquired by "DEVELOPER."

12. This Agreement shall extend for a term of fifteen years from date hereof and at the time of expiration, any sums expended by "CITY" pursuant to paragraph one hereof and not previously recovered by it pursuant to other provisions hereof shall be payable to "CITY" forthwith. Other area assessments and charges shall be payable in accordance with the "CITY'S" established policies and payment methods.

13. This Agreement is subject to the approval of the Common Council of the City of Fort Wayne, Indiana.

14. "CITY" is herewith granted the authority to record this Agreement and any subsequent legal descriptions given to it by "DEVELOPER" in order to give notice of its lien upon the real estate herein described as well as upon tracts subsequently acquired by "DEVELOPER" as herein contemplated.

EXECUTED this 9th day of June, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

STEPHEN A. BAILEY, CHAIRMAN

ROBERTA ANDERSON STATEN, MEMBER

ATTEST:

SANDRA E. KENNEDY, CLERK

BETTY R. COLLINS, MEMBER

FRONT

CONTRACT PURCHASER:

COOK ROAD INDUSTRIAL INVESTORS, INC.

By: S. Fletcher Moppert
FLETCHER MOPPERT

By: PRESIDENT

By: Barry Sturges
BARRY STURGES

By: SECRETARY-TREASURER

CONTRACT SELLERS:

Sam W Fletcher
SAM W. FLETCHER

Jack W Schrey
JACK W. SCHREY

Fred Marolf
FRED MAROLF

APPROVED AS TO FORM AND LEGALITY:

R D Snouffer
ASSOCIATE CITY ATTORNEY
RICHARD I. SNOUFFER, ASSOC. CITY ATTORNEY

This instrument prepared by:

C. DUANE EMBURY, P.E., CHIEF
WATER POLLUTION CONTROL ENGINEER

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 9th day of June, 19 82, personally appeared the within named STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn, said that they are respectively the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the CITY OF FORT WAYNE, INDIANA, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Elizabeth J. Meyer
Notary Public
A Resident of Allen County, Indiana

My Commission Expires:

ELIZABETH J. MEYER, Notary Public
Resident of Allen County
My Commission Expires Feb. 12, 1985

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 19 82, personally appeared the within named Fletcher Moppert and Barry Sturges, who being by me first duly sworn upon their oaths say that they are the President and Secretary-Treasurer respectively, of Cook Road Industrial Investors, Inc., Contract Purchaser, and as such duly authorized to execute the foregoing instrument and the same as the voluntary act and deed of Cook Road Industrial Investors, Inc., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sylvia L. Davis
Notary Public Sylvia L. Davis
A Resident of Allen County, Indiana

My Commission Expires:

July 21, 1985

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 2nd day of July, 19 82, personally appeared the within named Sam W. Fletcher, Jack W. Schrey and Fred Marolf, Contract Sellers, and acknowledged the foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sylvia L. Davis
Notary Public Sylvia L. Davis
A Resident of Allen County, Indiana

My Commission Expires:

July 21, 1985

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EXHIBIT "A"

The East Half of the West Half of the Northeast Quarter of Section 16, the East Half of the Northeast Quarter of Section 16, Range 12 East, together with that part of the Northwest Quarter of Section 15, which is West of the right-of-way of the G. R. & I. Railroad except that part of the aforementioned which lies within the right-of-way of Cook Road, all in Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the East Half of the West Half of said Northeast Quarter; thence N 00° -16' W, (North line of said Northeast Quarter assumed to be N 90° -00' E and is used as the basis for the rest of the courses in this description) on and along the West line of the East Half of said West Half, being within the right-of-way of Chalfant Road, 2531.8 feet to a point on the South right-of-way line of Cook Road said point being situated 60.0 feet (S 00° -16' E) from the Northwest corner of the East Half of said West Half, thence N 90° -00' E and parallel with the North line of said Northeast Quarter, on and along said South right-of-way line, 15.0 feet; thence N 60° -43' E, on and along said South right-of-way line, 61.3 feet; thence N 85° -14' E, on and along said South right-of-way line, 60.2 feet to a point situated 25.0 feet (measured at right angle) South of said North line; thence N 90° -00' E and parallel to said North line, on and along said South right-of-way line, 555.1 feet thence S 87° -08' E, on and along said South right-of-way line, 100.1 feet to a point situated 30.0 (measured at right angle) South of said North line; thence N 90° -00' E and parallel to said North line, on and along said South right-of-way line, 1000.0 feet; thence N 86° -49' E, on and along said South right-of-way line, 90.1 feet to a point on the East line of said Northeast Quarter, said point being situated 25.0 feet South of the Northeast corner of said Section 16; thence N 90° -00' E and parallel to the North line of the Northwest Quarter of said Section 15, on and along said South right-of-way line, 7.3 feet to the West right-of-way line of said G. R. & I. Railroad; thence S 00° -04'E, on and along said West right-of-way line, 2616.1 feet to the South line of said Northwest Quarter of Section 15; thence S 89° -21' W, on and along said South line, being also the centerline of Ludwig Road, 7.7 feet to the Southeast corner of the Northeast Quarter of said Section 16; thence S 89° -59' W, on and along the South line of said Northeast Quarter, being also the centerline of said Ludwig Road, 1864.2 feet to the point of beginning, containing 112.545 acres of land and subject to legal right-of-way for Chalfant Road and Ludwig Road.

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Form 1929

74 I-a

Improvement Resolution

FOR CURB AND SIDEWALK

82-3-16
6/9/82

No. 5935 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve constructing new curb and sidewalks where needed as follows: (1) Hugh St., south side from Chute to Ohio & both sides from Ohio to Winter;

(2) Eliza St., both sides from Ohio to Winter;

(3) Ohio St., both sides from Lewis to the alley north of Hayden;

(4) McCulloch St., both sides from Lewis to the alley north of Hayden;

(5) Winter St., both sides from Lewis to the alley north of Hayden;

(6) Lillie St., both sides from Lewis to the alley north of Hayden;

(7) Alliger St., both sides from Winter to Anthony.

Also known as EAST CENTRAL NEIGHBORHOOD, PHASE VII.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this 9th *day of* June, 1982.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson

CALHOUN PRESS

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ESTIMATE OF QUANTITIES

RES. NO. 5935 - 1982

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE
DATE:

W.O. # _____
Center Line Length _____
Property Frontage _____

Project Name: EAST CENTRAL NEIGHBORHOOD, PHASE VII

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
1.	Curb Removal	7170	L.F				
2.	Concrete Removal	3543	S.Y				
3.	6' Curbface Walk	2780	S.F				
4.	8" Drive Approach	90	S.Y				
5.	Backfill for Seed	557	Ton				
6.	Seed, Mulch & Fertilizer	2261	S.Y				
7.	Asphalt Patching	354	Ton				
8.	2' Curbface Walk	13240	S.F				
9.	4" Sidewalk	26430	S.F				
10.	6" Drive Approach	73	S.Y				
11.	6" Wingwalk w/Ramps	4375	S.F				
12.	Remove & Replace Type I-C Catch Basin	20	Ea.				
	SUB TOTAL						
	******ALTERNATE******						
13.	Curb Removal	6240	L.F				
14.	Concrete Removal	2621	S.Y				
15.	8" Drive Approach	92	S.Y				
16.	Backfill for Seed	757	Ton				
17.	Seed, Mulch & Fertilizer	3024	S.Y				
18.	Asphalt Patching	311	Ton				
	Sub Total						
	Engineering & Insaection						
	Total Estimated Cost						

Note:

Sheet 1 of 2

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ESTIMATE OF QUANTITIES

RES. NO. 5935 - 198

STREET ENGINEERING DEPT.
CITY OF FORT WAYNE

W.O. # _____
Center Line Length _____
Property Frontage _____

DATE :

Project Name : EAST CENTRAL NEIGHBORHOOD, PHASE VII

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
19.	2' Curbface Walk	12480	S.F.				
20.	4" Sidewalk	20487	S.F.				
21.	6" Drive Approach	145	S.Y.				
22.	6" Wingwalk w/Ramps	2950	S.F.				
23.	Remove & Replace Type I-C Catch Basin	14	Ea.				
	SUB TOTAL						
	Sub Total						
	Engineering & Inspection 10%						
	Total Estimated Cost						

Note :

Sheet 2 of 2

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FRONT

Wednesday, June 9, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten, B.R. Collins,
Sandra E. Kennedy

1. Received purchase orders from the Auditor of the City Utilities

Approved

2. Received payment vouchers from the Auditor of City Utilities

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

Referred to Water Pollution Control Engineering Department for tabulation and report.

Sewer Improvement Resolution No. 358-82 for CATCH BASIN AND INLET REPAIR AND REPLACEMENT STORM SEWER REPAIR PROJECT prepared by the Water Pollution Control Engineering Department:

Award contract on Wednesday, June 16, 1982 at 9:00 a.m.

ALL STAR CONST.	$71,805.00
BERCOT, INC.	58,086.00
L.W. DAILEY	95,931.00
JOHN DEHNER, INC.	102,054.00
LAND EXCAVATING, INC.	65,592.00
SCHEIDLEMAN EXCAV.	87,303.11
T-G EXCAV., INC.	66,629.14

4. Received driveway applications:

Approved and permits issued.

3515 Lake Ave.	Dehaven Const.
4100 Columbia	Roberts Devel.
4100 blk. Columbia (temp)	Roberts Devel.
443 Penn Ave.	Geo. Helton

5. Received street cut applications:

Approved and permits issued.

657 Archer	C.U.
1825 Benham	"
816 W. Berry	"
1316 Broadway	"
630 Burns	"
2620 Central Dr.	NIPSCO
Charlotte-Hubertus	C.U.
Charlotte, E. at Carew	"
on Collins Dr., north of 4707 Coldwater	NIPSCO
118 &120 W. Columbia	N.SidePlbg.&Htg.Inc.
118-122 W. Columbia	C.U.
2109 Dale Dr.	NIPSCO
322-318 Edgenoll	CU.
615 Fry (alley no. of)	NIPSCO
2900 Goshen	"
2602 Hubertus Ave.	C.U.
5316 Illinois Rd.	NIPSCO
2700 W. Jefferson	C.U.
7311 John St. (acr.fr.)	NIPSCO
3515 Lake Ave.	DEHAVEN CONST.
3307 Laredo	C.U.
2007 Lawndale	"
1923 Lawndale	NIPSCO
2104 L. Huntington Rd.	"
5326 McClellan	C.U.

200' east of Cherry St. on Main	Gen.Tel.of IN
1900 blk. Maumee	C.U.
North-south alley between Monroe & Hanna fr. Baxter to Richardsville	SCHEIDLEMAN EXCAV.
241 Murray	NIPSCO
6405 Old Trail Rd.	C.U.
150' E. of Holton on Pontiac 7' north of curb	GEN.TEL.OF IN
alley behind 1002 E. Pontiac	NIPSCO
508 E. Pontiac (acr.fr.)	"
1627 Ranford Place	"
1636 Reckeweg Rd.	REICHHART BUILD.
on W. Rudisill Blvd. beside 3820 W. Wayne Ave.	NIPSCO
3201 Schele (acr.fr.)	"
3840 Sherman	C.U.
2409 Smith St.	NIPSCO
5202 Standish Dr.	NIPSCO
400' east of Washington Rd. on south side of Taylor St.	GEN.TEL.ofIN
3404 Wayne Trace	NIPSCO
2234 24th Ave. (acr.fr.)	"
on VanBuren St. behind 1306 Broadway	"
2604 E. Washington (acr.fr.)	"
191B E. Wayne	C.U.
3820 S. Wayne Ave.	NIPSCO
1015 N. Anthony	"
1213 Boone	"
1840 Broadway	"
3206 Bowser	"
652 W. Creighton	"
219 E. Creighton	"
219 E. Creighton	"
6217 Decatur	"
3410 Euclid (alley)	"
Harrison & Williams	"
on Harrison at Pearl	"
S. Harrison & Williams	"
N/E corner S. Harrison & W. Washington	"
Harrison & Williams	"
4412 Karen Ct.	"
1407 Kensington	"
117 E. Leith	"
317 E. Lewis	"
Onieda & Elmwood	"
Pearl & Harrison	"
2500 blk. E. Pontiac	"
411 Poplar	"
1718 Simon	"
1210 W. Wayne	"
1030 E. Wayne (alley)	"
312 W. Williams	"

6. Received petition for ornamental lighting in Kirkwood Park.

Approved and ordered the Street Lighting Engineering Department to investigate and r

Board Order 52-19B2

7. Received petition for lighting of the entrances of Kirkwood Park with Standard Lighting.

Approved and ordered the Street Lighting Engineering Department to investigate and report.

8. Received petition for repair of sidewalk at 2120 Tyler.

Approved and ordered Street Engineering Department to investigate and report.

Board Order No. 53-19B2

9. Received petition for construction of a surface drain at 535 & 525 Grapevine.

Approved and ordered Water Pollution Contr Engineering to investigate and report.

Board Order No. 54-1982

10. Received invoice of Wayne Asphalt & Construction Company in the amount of $38,141.70, retainage of $4,237.96 prepared by Street Engineering Department covering work on Resolution 5919-81, Group #5, Community Development & Planning Resurfacing Project.	Approved and ordered Community Development & Planning to pay invoice.
11. Received invoice of Dailey Asphalt Products Company in the amount of $11,451.70 and retainage of $1,272.40 prepared by Street Engineering Department covering work on Resolution 5913-81, Group #2, Community Development & Planning Resurfacing Project.	Approved and ordered Community Development & Planning to pay invoice.
12. Received invoice of Dailey Asphalt Products Company in the amount of $18,985.82 and retainage of $2,109.54 prepared by Street Engineering Department covering work on Resolution 5914-81, Group #3, Community Development & Planning Resurfacing Project.	Approved and ordered Community Development & Planning to pay invoice.
13. Received invoice #45 of Howard Needles Tammen & Bergendoff in the amount of $15,016.43 prepared by Water Resources Department covering professional engineering services for additions and improvements to the Wastewater Facilities.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
14. Received invoice #6 of HNTB in the amount of $5,995.84 prepared by Water Resources covering engineering services for the Water Quality Control Project.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
15. Received invoice of Bonar & Associates, Inc. in the amount of $41,775.00 for professional engineering services on Flood Disaster as per agreement of March, 1982.	Approved and ordered City Utilities to pay invoice from Flood Disaster Fund.
16. Received Improvement Resolution #5935-82, Community Development & Planning Project to construct new curbs and sidewalks where needed in East Central Neighborhood, Phase VII.	Approved and adopted. A true copy is incorporated herein. Advertise June 18 & 25, 1982. Receive bids on June 30, 1982 at 9 a.m.
17. Received agreement with City and Cook Road Industrial Investors from Water Engineering for a water main extension.	Approved. Ordered sent to the Common Council on Tuesday, July 13, 1982 at 8:00 p.m. A true copy is incorporated herein.
18. (see page 4)	
19. Received agreement with City and Cook Road Industrial Investors from Water Pollution Control Engineering for a sanitary sewer extension.	Approved. Ordered sent to the Common Council on Tuesday, July 13, 1982 at 8 p.m. A true copy is incorporated herein.
20. Resolution for vacation of a public utility easement in Eastland Gardens.	Approved. Copy on file in Board of Public Works.
21. Received quotations from the Purchasing Agent for the purchase of envelopes for the Office Services Department.	Through the recommendation of the Purchaseing Agent the bid of Westvaco US Envelope was accepted under Purchase Order A-010773. Ordered sent to the Common Council on Tuesday, June 22, 1982 at 8 p.m.
22. Received agreement between city and Fort Wayne Fine Arts Foundation whereas Fort Wayne Fine Arts shall operate Parking Lot and shall pay city all net revenues in excess of $15,000.00 per annum to apply upon the principal and interest of the debt owed to city by the Fort Wayne Fine Arts Foundation.	Approved. Ordered sent to the Common Council on Tuesday, June 22, 1982 at 8 p.m. A true copy is incorporated herein.

(cont. from page 3)

18. Received inspection report from Water Pollution Control Engineering and a completion affidavit for Washington Center Road Sanitary Sewer for Rodenbeck. Maintenance bond on file.

Approved.
Order acceptance letter written.

23. Received Agreement for Water Pollution Control Consulting Services for Carl W. Wagner as an Operator and Maintenance Person with City Utilities from June, 1982, through September 1982.

Approved.
Copy on file in Board of Works.

24. Received from Hagerman Shambaugh Joint Bidders on AWT C-180774-03, a document stating they approve the use of promissory notes to be issued for city's share on a monthly basis obligating the revenues from WPC Utility and water utility for the repayment of said notes.

Approved.
A copy incorporated herein.

Ordered sent to Common Council.

Meeting adjourned at 10:45 a.m.

Attest:

Clerk

Thursday, June 10, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

S.A. Bailey, R.A. Staten, B.R. Collins,
S.E. Kennedy, Clerk

Present: Bailey, Staten, Collins, Kennedy

1. HEARING ON CONFIRMATION

Water Improvement Resolution 1027-82 providing for the installation of water main in and along the west side of Edwards Street from a point four feet north of the south property line of Covington Road southward 1552+ LF.

CONFIRMED

Advertise Nortice to Contractors on June 18, 1982 and June 25, 1982.

Receive bids on Wednesday, June 30, 1982 at 9 a.m.

Ordered the Water Engineering Department to prepare bid documents.

Meeting adjourned at 3:45 p.m.

Attest:

Clerk

Wednesday, June 16, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten
Sandra E. Kennedy, Clerk

1. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for Sewer Res. No. 358-82 for Catch Basin and Inlet Repair and Replacement Storm Sewer Repair Project.

AWARD contract to Bercot, Inc. at and for their bid in the amount of $69,136.00 subject to councilmanic approval.

Order contract.

ATTEST:

Sandra Kennedy
CLERK

Meeting adjourned at 9:10 a.m.

Robert Anderson Staten

BOARD OF PUBLIC WORKS

Wednesday, June 16, 19B2

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting reconvened at 3:00 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins Sandra E. Kennedy, Clerk	S. A. Bailey, R. A. Staten, B. R. Collins, Sandra E. Kennedy.
1. Received purchase orders from the Auditor of the City Utilities.	Approved
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Received private sidewalk applications: 2425 Stanford--------Bob Houser 732 Lawton Place-----Emil Holliday	Approved and permit issued.
4. Received driveway applications: 2100 Goshen Rd--------Robert Crosby, Inc. 1645 Rumsey----------Robert Houser 2125 Lindenwood-------Robert Houser 5619 Webster----------Robert Houser 4710 Indiana----------Robert Houser	Approved and permits issued.
5. Received petition for a street light near the north bank of Spy Run Creek in Vesey Pk.	Approved and ordered Street Lighting Engineering Department to investigate and report.
6. Received petition for additional street lighting in Ardmore-Covington Area.	Approved and ordered Street Lighting Engineering Department to investigate and report.
7. Received petition for an overhead street light on utility pole in from on S20 Dayton Avenue.	Approved and ordered Street Lighting Engineering Department to investigate
8. Received petition for curbings to be replaced at 1814 and 1B1S Clara Avenue.	Approved and ordered Street Engineering Department to investigate and report. Board Order 62-82 issued.
9. Received petition for a new sidewalk at 1203 North Anthony.	Approved and ordered Street Engineering Department to investigate and report. Board Order 63-B2 issued.
10. Received the following requests for barricades:	Approved and permits issued.

1. Mt. Calvary Baptist Church, 2241 Smith St., to barricade on June 27, 19B2, from 11:00 a.m. to 3:00 p.m. Corner of 2241 Smith to Greene.
   PURPOSE: Church Carnival

2. Thomas Gallant, 4302 Charter Lane, to barricade 4400 block of Charter at Clarmarnic on June 12, 1982, 12 noon until 11 p.m.
   PURPOSE: Block Party

3. Shoda Sewer Service, 2014 Colony Dr., to barricade on June 11, 1982, from B a.m. to 6 p.m. Alley behind 410S Reed St - Access open at McKinnie.
   PUSPOSE: Repair sewer.

4. Smucker Construction, Box 139, Harlan, In., to barricade on June 7th thru June 9, 19B2, alley between Calhoun and Clinton (can enter through Clinton end - will be blocked Calhoun end for approximately 100')
   PURPOSE: Roofing Shaver & Pen Center - to place kettle.

5. Robert Pence, 921 Thieme Dr., to barricade on June 19, 1982, Raindate June 2S, 1982, from 9 p.m. to 1 a.m. 900 block Thieme between Wayne and Washington.
   PURPOSE: Block Party.

6. Mrs. Carl Simon, 4324 Pembroke Lane, to barricade on Juen 11, 1982, from 6 p.m. to 11 p.m. Pembroke Lane between Indiana and Westover.
PURPOSE: 8lock Party

7. Allen County 4-H Clubs, Inc., 11327 8ethel Road, to barricade on July 25, 1982, from 6 p.m. to 7:30 p.m., Parnell at Coliseum Parking Lot; River Drive at Parnell; Pleasant at both sides of State; Ease at State; Eade at Nettie and Pleasant at Nettie.
PUSPOSE: 4-H Fair Parade

8. T-G Excavating, Inc., Huegenard Road, to barricade on June 9, 1982 thru June 15, 1982, both lanes Spring Street at Sprunger Street - Traffic to Leesburg.
PURPOSE: Sewer Crossing Spring Street-Federal Project 349-80

9. Martin Graves, All American Motorcycle Racing Team, 326 E. Woodland, to barricade on June 19, 1982 until June 20, 1982, from 10 a.m. on Saturday until Sunday at 1 a.m.
PURPOSE: Motorcycle function race

10. Denise Reuter, 1314 Forest Avenue, to barricade on June 13, 1982, from 11 a.m. to 11 p.m. Forest between California and Alabama.
PURPOSE: 8lock Party

11. Winzeler Excavating Co., Inc., R # 4, Bryan, Ohio, to barricade on June 3, 1982, thru June 4, 1982, from 5 p.m. thru Fri, June 4, 1982. St. Rt. 24 - Jefferson Blvd at Sweeney Park closing two East bound lanes diverting traffic onto One West bound lane, maintain one West bound lane.
PURPOSE: Grout Pavement Settlement

12. Jim Johnson, 2610 Trentman Avenue, to barricade on June 12, 1982, from 2 p.m. to 5 p.m. Landing in front of 8lue Mountain Coffee Co., Columbia between Calhoun and Harrison.
PURPOSE: Rally with folk musicians and speakers in conjunction with rally in New York on UN Disarmament Conference.

13. Parks and Recreation Department, 705 East State, to barricade on July 17, 1982, from 8:30 a.m. - 12:30 p.m. at 16 locations bounded by Clinton, Washington and Ewing St.
PURPOSE: Children's Parade

11. Received requests for permission to hold parades:

1. Whitney Young School, 1026 E. Pontiac, on June 9, 1982, 10:30 a.m. to 11:00 a.m., starting at Whitney Young School and terminate at Weisser Park School. Approximate number of persons - 30 students.
PURPOSE: Moving school furniture, 1 piece, to new school.

2. Fort Wayne Parks & Recreation Department - McDonald's Restaurants - WFFT-TV 55 on July 17, 1982, starting 10:00 a.m. at Webster & Wayne and terminate at 12:30 p.m. at Superior and Calhoun. Approximate number of people - 500, number of animals - 20 number of vehicles - 30.
PURPOSE: Three Rivers Festival Children's Parade

12. Received petition for repair of street in the Ardmore/Covington area.	Approved and ordered Street Engineering Department to investigate and report 8oard Order 64-82 issued.
13. Received petition for repair of sanitary sewer in Ardmore/Covington area.	Approved and order Water Pollution Control Engineering Department to investigate and report 8oard Order 65-82 issued.
14. Received invoice of Hipskind Concrete Corp. in the amount of $5,000.00 prepared by Street Engineering Department covering work on emergency pavement repair in the 5200 block of North Clinton.	Approved. Ordered purchase order be issued and payment be made from MVH Fund. A-17186
15. Received invoice of 8onar & Associates in the amount of $5,487.82 prepared by Street Engineering Department concerning engineering services to preliminary design phase on State Blvd.	Approved and ordered paid out of LRS Account 402-138-338-21-4431
16. Received invoice of Hipskind Concrete Corp. in the amount of $7,246.03, retainage $805.17, prepared by Street Engineering Department covering work on Res. 5925-81, Larez, Phase IV-C.	Approved and ordered Community Development & Planning to pay invoice.

17. Received invoice of Hipskind Concrete Corp. in the amount of $9,400.00 prepared by Street Engineering Department concerning work done on Emergency P. O. A-17295, 4400 Block North Clinton.	Approved and ordered to be paid from MVH Fund.
18. Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of Earth Construction & Engineering, Inc., with a guaranty bond in the amount of $10,695.00 signed by American State Insurance Company for Sewer Resolution 354-81, Sewage Metering Facility Device.	Approved and ordered acceptance letter written.
19. Received invoice for payment in full from Earth Construction & Engineering, Inc., in the amount of $10,695.00 prepared by WPC Engineering Department for work completed on Sewer Resolution 354-81, Sewage Metering Facility Device.	Approved and ordered City Utilities to pay invoice from Sewer Utility Fund.
20. Received inspection report from Street Engineering Department and completion affidavit of Gaines Construction Co., Inc., for Improvement Resolution 5921-81, Oxford Neighborhood, Phase VI-C.	Approved
21. Received invoice of Gaines Construction Co., Inc. prepared by Street Engineering Department for retainage due in the amount of $3,669.15 on Resolution 5921-81.	Approved and ordered Community Development & Planning to pay invoice.
22. Received Special Sewer Permit for Howard Martin, Inc., for construction of Meyer Road Sanitary Sewer Extension.	Approved and Special Sewer Permit issued. Board Order 66-1982
23. Received Sewer Agreement between Howard Martin, Inc., and the City of Fort Wayne, Indiana, to construct a local sanitary sewer.	Approved and ordered sent to Common Council on Tuesday, July 13, 1982 at 8 p.m. A true copy herein incorporated. Prior approval requested on June 22, 1982.
24. Received Special Sewer Permit for Elmer E. & Phyllis E. Ewing of 5221 Illinois Road for construction of a sanitary sewer.	Approved and Special Sewer Permit issued. Board Order 67-1982
RESOLUTION 72-9-25 25. Received request from the Park Department . for the closing of Barr Street from the east property line of Clinton Street to the north property line of Duck Street to through traffic in conjunction with the Rivergreenway.	Approved. A true copy incorporated herein. Ordered sent to Common Council on June 22, 1982 at 8 p.m.
26. Received request from WPC Engineering Department for the City of Fort Wayne, Indiana to accept for future maintenance the Hillsboro Offsite Sanitary Sewer.	Approved and ordered acceptance letter written.
27. Received Sewer Agreement between Adams Center Landfill, Inc., and the City of Fort Wayne, Indiana to construct a local sanitary sewer.	Approved and ordered sent to Common Council on Tuesday, July 13, 1982 at 8 p.m. A true copy is incorporated herein.
28. Received Improvement Resolution 5932-82 for curb & sidewalk, LaRez Neighborhood Phase V, Community Development & Planning Project.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors June 25, 1982 and July 2, 1982. Receive bids on Wednesday, July 14, 1982 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.

29. Received invoice #S8 from Hagerman-Shambaugh in the amount of $61,919.00 prepared by Water Resources Department for professional services on Water Pollution Control Plant Expansion, C-180S38, Division I.

Approved and ordered City Utilities to pay the amount of $61,919.10 to Hagerman-Sha

Payments are to be made from the Water P Control Utility.

30. Pursuant to a report from City Utilities Auditing Department listing unpaid Miscellaneous Receivable Invoices, it is deemed desirable to write off said bills, as per list submitted, in the sum of $8,982.82.

Approved.

31. Received agreement between Indiana & Michigan Electric Co., and City of Fort Wayne, Indiana to cover electrical service for fresh water and pollution control plants.

Approved.

A true copy herein incorporated.

32. Received invoice #2 and final invoice of Moake, Sheldon, Kratzat & Associates in the amount of $7,616.00 for services performed for the renovation of the Water Pollution Control Maintenance Facility on E. Wallace Street.

Approved. Ordered City Utilities to pay

33. Received contract, guaranty and liability bonds of T - G Excavating, Inc., in the amount of $230,8S9.20 prepared by the Water Pollution Control Engineering Department signed by Fidelity & Deposit Company of Maryland for Resolution 3S7-82, DSR 047070, Combination Sewer Repair at Berry and Begue Streets.

Approved and ordered sent to Common Council on Tuesday, July 13, 1982 at 8 p.m.

34. Received Street Lighting Engineering Department Resolution 160-82 for maintenance of the street lighting system.

Approved and ordered Street Lighting Engineering Department to prepare bid documents.

Advertise June 2S & July 2, 1982.
Receive Bids on Wednesday, July 14, 1982.

35. RESOLUTION 72-10-3S
OPTIONAL CASH PAYMENT
The sewage works owned and operated by the City is authorized to accept a single cash payment of $400.00, in lieuof the monthly charge of $4.65 levied by the Common Council, from users subject to such monthly charge, provided that such cash payment is made prior to August 31, 1982.

Approved and ordered sent to Common Council Tuesday, June 22, 1982 at 8 p.m.

Meeting adjourned at 4:15 p.m.

Robert Anderson D.A

ATTEST:

Clerk

Thursday, June 17, 1982

Department of Pbblic Works
Office of the 8oard
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, R. A. Staten
Sandra Kennedy, Clerk

Present: 8ailey, Staten, Kennedy

1. Received invoice #11 of Rocco Ferrera & Co., Inc., in the amount of $5,362.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80, Phase I, St. Joe Study Area C-180599-06.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

2. Received invoice #13 of Joe R. Norman Contractor in the amount of $20,531.80 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80, Phase III, St Joe Study Area C-180599-06.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

3. Received invoice #13 of Rocco Ferrera & Co., Inc., in the amount of $841.25 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80, Phase IV, St. Joe Study Area C-180599-06.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

4. Received invoice #14 of Weitzel Constr. in the amount of $14,336.40 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 312-80 St. Joe Study Area, C-180599-06

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

5. Received invoice #14 of Earth Construction in the amount of $8,127.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 313-80 St. Joe Study Area, C-180599-06.

Approved and ordered City Utilties to pay invoice from the Water Pollution Control Utility Fund.

6. Received invoice #10 of Bercot, Inc., in the amount of $6,096.00 approved by the Water Pollution Control Engineering Dept. for Sewer Resolution No. 314-80, Phase II St. Joe Study Area, C-180599-06.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

7. Received invoice #13 and Final invoice of Earth Construction in the amount of $418.68 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 315-80, St. Joe Study Area C-180599-06.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

8. Received invoice #5 of Earth Construction in the amount of $17,821.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 319-80 St. Joe Study Area, C-180599-06.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

9. Received invoice #12 of Rocco Ferrera & Co. Inc., in the amount of $40,354.15 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 330-80 Phase I, North Maumee Study Area C-180599-08.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

10.	Received invoice #5 of Bercot, Inc. in the amount of $13,338.00 with retainage in the amount of $1,482.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 340-80 North Maumee Study Area C-180599-08.	Approved and order City Utilities to pay invoice from the Water Pollution Control Utility Fund. Approved and ordered City Utilities to pay retainage check to Indiana Bank & Trust Company from the Water Pollution Control Utility Fund.
11.	Received invoice #9 of John Dehner, Inc., in the amount of $30,529.29 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 335-80 North Maumee Study Area. C-180599-08. Retainage in the amount of $3,371.63.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. Approved and ordered City Utilities to pay retainage check to Anthony Wayne Bank from WPC Utility Fund.
12.	Received invoice #9 of Winzeler Excavating, Inc., in the amount of $23,408.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution 341-80 North Maumee Study Area C-180599-08.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
13.	Received invoice #10 of Winzeler Excavating, Inc., in the amount of $55,215.97 approved by the Water Pollution Control Engineering Department for Sewer Resolution 342-80 North Maumee Study Area C-180599-08.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
14.	Received invoice #11 of Ness Excavating in the amount of $15,761.47 approved by the Water Pollution Control Engineering Department for Sewer Resolution 345-80 Junk Ditch Study Area C-180599-09.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
15.	Received invoice #9 of Winzeler Excavating in the amount of $30,790.27 approved by the Water Pollution Control Engineering Dept. for Sewer Resolution 348-80 Junk Ditch Study Area C-180599-09.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
16.	Received invoice #6 of T & G Excavating in the amount of $53,896.60 approved by the Water Pollution Control Engineering Department for Sewer Resolution 349-80 Junk Ditch Study Area C-180599-09. Retainage in the amount of $393.57	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. Approved and ordered City Utilities to pay retainage check to Anthony Wayne Bank from the WPC Utility Fund.
17.	Received invoice #8 of Ness Excavating in the amount of $21,206.51 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 350-80 Junk Ditch Study Area C-180599-09.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
18.	Received invoice #9 of Winzeler Excavating in the amount of $7,943.35 approved by the Water Pollution Control Engineering Dept. for Sewer Resolution 351-80 Junk Ditch Study Area C-180599-09.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
19.	Received inspection report from Street Lighting Department and Completion Affidavit of Weikel Line Company, Inc., with Guaranty Bond in the amount of $35,380.30 signed by Reliance Insurance Company for Street Lighting Resolution 154-81.	Approved
20.	Received invoice from Weikel Line Co. in the amount of $3,264.00 for retainage withheld on Street Lighting Resolution 154-81, Rudisill between Lafayette and Anthony.	Approved and ordered sent to Community and Development and Planning for payment.

21. HEARING ON CONFIRMATION: Street Lighting Resolution No. 157-B2 for the installation of ornamental street lights on Arrow Drive from Engle Road to its southern terminus.	CONFIRMED Advertise Notice to Contractor June 2S and July 2, 1982 Receive bids on Wednesday, July 14, 19B2, at 9:DD a.m. Ordered the Street Lighting Department to prepare bid documents.
22. Received General Rules and Regulations for the Fort Wayne Water Utility for the Board's approval and adoption.	Approved and on file in Board of Works.
23. Received request for Board Order from Water Pollution Control Engineering Dept. for 12DD Block North Barr Street - 12" Storm Sewer DSR 047027.	Approved. Ordered Water Pollution Control Engineering Department to prepare plans, specifications and resolution. B. O. SS-82.
24. Received request for Board Order from Water Pollution Control Engineering Dept. for Third Street Lift Station Outfall Repair DSR D47D84 and 047DBS.	Approved. Ordered Water Pollution Control Engineering Department to prepare plans, specifications and resolution . B. O. S6-82.
25. Received request for Board Order from Water Pollution Control Engineering Dept. for 19D2 60" Brick Sewer Repair - Dwenger Avenue DSR 044834	Approved. Ordered Water Pollution Control Engineering Department to prepare plans, specifications and resolution. B. O. S7-B2
26. Received request for Board Order from Water Pollution Control Engineering Dept. for Spy Run & Elizabeth Catch Basin DSR 044B97	Approved. Ordered Water Pollution Control Engineering Department to prepare plans, specifications and resolution. B. O. SB-B2.
27. Received request for Board Order from Water Pollution Control Engineering Dept. for Morton & Edgewater 1S" Sanitary Sewer Repair DSR 047025	Approved. Ordered Water Pollution Control Engineering Department to prepare plans, specifications and resolution. B. O. S9-B2.
28. Received request for Board Order from Water Pollution Control Engineering Dept. for State & S L Joe River Drive Catch Basin DSR D4723B.	Approved. Ordered Water Pollution Control Engineering Department to prepare plans, specifications and resolution. B. O. 60-B2.

Meeting adjourned at 4:3D p.m.

Thomas C. Parker

Rose Anderson

Betty R. Collins

ATTEST:

Sandra Kennedy
Clerk

Wednesday, June 23, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

S.A.BAILEY,R.A.STATEN, B.R.COLLINS
Sandra Kennedy present

1. Received purchase orders from the Auditor of City Utilities. — Approved

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permit issued.

3521 Saginaw----------Scott Lougheed
1309 McCulloch--------Wm. Files

4. Received street cut applications:

6300 Ardmore	---	NIPSCO
7020 Ardmore	---	NIPSCO
2209 Butler	---	NIPSCO
2217 Butler	---	NIPSCO
2126 Butler	---	NIPSCO
Calhoun St. N/o Main	---	GTE
1814 Clara	---	GTE
902 Colerick	---	Rieth Riley
1928 W. Coliseum	---	NIPSCO
N. Coliseum Blvd.	---	C.U.
642 W. Creighton	---	C.U.
1909 Crescent	---	NIPSCO
2601 Dwenger	---	NIPSCO
2825 Fairfield	---	Rieth Riley
5720 Gates Dr.	---	NIPSCO
2711 S. Harrison	---	J & G Water Sewer
4915 Hatfield	---	NIPSCO
1338 Hayden St.	---	NIPSCO
7508 Hessen Cassel - Between State & Lake	---	C.U.
2504 Knollwood	---	NIPSCO
2507 Maple Grove	---	C.U.
6904 & 6906 Old Decatur Rd.	---	C.U.
6910 & 6912 Old Decatur Rd.	---	NIPSCO
6916 & 1618 Old Decatur Rd.	---	NIPSCO
3928 Oxford	---	NIPSCO
426 W. Packard	---	Ground Services
4111 Parnell	---	Golden Rule Escavating
223 W. Paulding	---	NIPSCO
4105 Reed St	---	NIPSCO
2228 Reynolds	---	Shoda Sewer Service
3203 River Forest	---	C.U.
River Run Ct. W. of Inland Tr.	---	C.U.
425 St. Martins	---	Ind & Mich. Elec.
4425 S. Park	---	NIPSCO
3730 E. State	---	D & M Mechanical Contr.
Stardale Dr. W/o Turtle Creed	---	Louey Lengacher
801 E. Tillman	---	GTE
1316 Vance	---	L.C. & Sons Excavating
2405 Wells	---	C.U.
816 S. Calhouns	---	C.U.
2940 Euclid	---	NIPSCO EMER. CUTS
820 Huestis	---	"
226 Jacobs	---	"
2522 S. Laf.	---	"
802 Lavina	---	"
926 E. Rudisill	---	"

2415 Smith --- NIPSCO EMER. CUTS
642 Wagner --- "
836 Walnut --- "
427 E. Wildwood --- "
3033 Winter --- "
Broadway & Wilt --- GTE
W. side St.

5. Received driveway applications:

1130 Pemberton---------Albert Miller
420 W. Wayne-----------Moellering Constr.
724 Warwick------------Lengacher Constr.
7508 Kingsway----------Hoffman Constr.
1712 Colerick----------T.S.C. Carpentry
1026 E. Pontiac--------Rieth-Riley

Approved and permit issued.

6. Received application for a permit to install a pole line, Indiana & Michigan Electric, Clearwater Lane west of Inland Trail to provide electrical service to new addition.

Approved and permit issued.

7. Received a petition for the installation of a sanitary sewage system to alleviate a serious health problem and replace the private systems which are inadequate.

Approved and ordered Water Pollution Control Engineering Department to investigate and report.
Board Order #0088-82.

8. RECEIVE BIDS:

Sewer Improvement Resolution 360-82 for sewer repair under DRS #42987 Baltes Avenue, DSR # 4481B, Prospect & Anderson DSR #44822 Bradbury & Prairie Grove, DSR # 44824 1826 Steup, DSR # 47026 2300 Julliett, DSR # 47094 Nussbaum & Spy Run and DSR # 47097 139 West State Blvd.

Bids referred to Bonar & Associates for tabulation and report.

Will award contract on June 30, 1982, at 9 a.m.

ALL STAR CONSTRUCTION ----------$78,861.60
BERCOT, INC.---------- 48,176.00
JOHN DEHNER---------- 48,913.15
LAND EXCAVATING---------- 46,632.80
L.W. DAILEY---------- 48,627.50
SCHEIDLEMAN EXCAVATING---------- 51,369.36
T & G EXCAVATING---------- 62,095.70

9. RECEIVE BIDS:

Sewer Improvement Resolution 361-82 for repair of Foster Park Footbridge Headwall, DSR # 41997.

Bids referred to Bonar & Associates for tabulation and report.

Will award contract on June 30, 1982, at 9 a.m.

INDIANA CONSTRUCTION----------$31,000.00
SPEARS-DEHNER---------- 28,460.00
T & G EXCAVATING---------- 24,174.00

10. RECEIVE BIDS:

Street Resolution No. 5927-82 for construction of curbs and sidewalks in Northwest Central Neighborhood, Phase VI - C D & P Project.

Bids referred to the Street Engineering Department for tabulation and report.

Will award contract on June 30, 1982, at 9 a.m.

BROOKS CONSTRUCTION--------$148,940.25
68,940.10 alt.
DAILEY CONSTRUCTION-------- 133,665.15
45,880.75 alt.
JOHN DEHNER, INC.---------- 125,696.20
47,708.00 alt.
HIPSKIND CONCRETE CO------- 122,036.50
45,917.50 alt.
RIETH RILEY---------- 103,145.50
36,724.15 alt.
T & F CONSTRUCTION--------- 129,602.85
54,198.25 alt.

11. RECEIVE BIDS:

Street ResolutionNo. 5931-B2 for the construction of curbs and sidewalks in the Nebraske Neighborhood, Phase VII. C D & P Project.

Bids referred to the Street Engineering Dep... for tabulation and report.

Will award contract on June 30, 1982, at 9 ...

BROOKS CONSTRUCTION-------	$113,209.13	
	123,195.57	alt.
JOHN DEHNER, INC---------	B4,380.25	
	96,960.90	alt.
GAINES CONSTRUCTION ------	69,547.00	
	67,156.40	alt.
HIPSKIND CONCRETE---------	B2,681.45	
	B6,377.20	alt.
L. W. DAILEY-------------	BB,015.90	
	B6,631.70	alt.
RIETH RILEY---------------	80,030.03	
	75,367.3B	alt.
T & F CONSTRUCTION--------	99,206.65	
	96,925.30	alt.

12. RECEIVE BIDS:

Street Resolution No. 5933-82 for the construction of curbs and sidewalks in Hanna Creighton Neighborhood, Phase VI. C D & P Project.

Bids referred to the Street Engineering Department for tabulation and report.

Will award contract on June 30, 1982, at 9 a.m.

DAILEY CONSTRUCTION---------	$203,920.50
JOHN DEHNER, INC.-----------	228,929.25
HIPSKIND CONCRETE-----------	186,3B7.25
RIETH RILEY----------------	169,651.25
T & F CONSTRUCTION---------	204,490.00

13. RECEIVE BIDS:

Street Resolution No. S936-82 for resurfacing and restoring pavement on Trier Road, from the west property line of Parish Drive to the west pavement line of Reed Road.

Bids referred to the Street Engineering Department for tabulation and report.

Will award contract on June 30, 1982, at 9 a.m.

BROOKS CONSTRUCTION--------	$121,217.90
DAILEY ASPHALT ------------	111,810.87
MOELLERING CONSTRUCTION---	13S,B54.91
RIETH RILEY----------------	129,64B.80
WAYNE ASPHALT-------------	121,500.44

14. RECEIVE BIDS:

Street Resolution No. 5938-82 for resurfacing and restoring pavement on Goshen Avenue, from the west pavement line of Sherman Blvd., to the south pavement line of Coliseum Blvd. west.

Bids referred to the Street Engineering Department

Will award contract on June 30, 1982, at 9 a.m.

BROOKS CONSTRUCTION--------	$201,728.20
DAILEY ASPHALT------------	192,823.24
MOELLERING CONSTRUCTION---	21S,530.42
RIETH RILEY----------------	218,697.90
WAYNE ASPHALT-------------	210,048.78

15. RECEIVE BIDS:

Street Resolution No. 5937-B2 for resurfacing and restoring pavement on portions of Reed Road, Vance Avenue and Kirkfield Drive.

Bids referred to the Street Engineering Department

Will award contract on Juen 30, 1982, at 9 a.m.

BROOKS CONSTRUCTION -----	$150,886.08
DAILEY ASPHALT-----------	132,359.15
MOELLERING CONSTRUCTION-	161,007.03
RIETH RILEY--------------	155,70B.70
WAYNE ASPHALT & CONSTR. _	156,176.65

16. Received Street Lighting Resolution No. 161-82 to relight California Avenue from Lake Avenue to State Street.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Propery Owners July 2 and July 9, 1982. Hearing on confirmation July 22, 1982, at 3:30 p.m. Mail notices to Property Owners on July 9, 1982.
17. Received Street Resolution No. 5939-82 for resurfacing and restoring pavement as designated on Taylor Street and Covington Road.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on June 25, 1982, and July 2, 1982. Receive bids on July 14, 1982. Ordered the Street Engineering Department to prepare bid documents.
18. Received Street Resolution No. 5940-82 to repair 1982 Flood Damage in the Harrison, Sherman and Herman Area. DSR's 041865 and 041866.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on June 25, 1982, and July 2, 1982. Receive bids on July 14, 1982. Ordered the Street Engineering Department to prepare bid documents.
19. Received Street Resolution No. 5941-82 to repair 1982 Flood Damage in the Northside Drive, Oswego, Baltes and Griswold Drive Area. DSR's 041864, 041863, 041860, 041853 and 041856.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on June 25, 1982 and July 2, 1982. Receive bids on July 14, 1982. Ordered the Street Engineering Department to prepare bid documents.
20. Received Street Resolution No. 5942-82 to repair 1982 Flood Damage in the Dwenger Avenue Area. DSR 041857.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on June 25, 1982 and July 2, 1982. Receive bids on July 14, 1982. Ordered the Street Engineering Department to prepare bid documents.
21. Received Street Resolution No. 5943-82 to repair 1982 Flood Damage in the Pemberton Dike Area. DSR's 041854, 047245, 041880 and 047247.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on June 25, 1982 and JUly 2, 1982. Receive bids on July 14, 1982. Ordered the Street Engineering Department to prepare bid documents.
22. Received Sewer Improvement Resolution No. 362-82, Group 2, for sewer repair on DSR # 041988- 1404 Oneida, DSR# 044760 1493 Edgewater, DSR # 047024 Alley North of Riverside, DSR # 047071-Ease side of Calhoun St., DSR # 047072-VanBuren at Michael, DSR # 047082-20 inch at Alley and Rudisill, DSR # 047099-831 Edgewater and Alley and DSR # 047158-Wildwood and Thompson.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on June 25 and July 2, 1982. Receive bids on July 14, 1982. Ordered the Street Engineering Department to prepare bid documents.

23.	Received quotations from the Purchasing Agent for the purchase of liquid ferrous sulfate for the Water Pollution Control Plant.	Through the recommendation of the Purch Agent the bid of Eaglebrook Environmenta By-Products Management, Inc., was accep under Purchase Order A-011940. Ordered sent to the Common Council on Tuesday, July 13, 1982 at 8 p.m.
24.	Received invoice #6930 of McNamee, Porter and Seeley in the amount of $4,465.13 prepared by the Director of Water Resources covering resident engineering for Water Works Improvements, Contract 77-W-2.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
25.	Received invoice #7056 of McNamee, Porter and Seeley in the amount of $4,226.25 prepared by the Director of Water Resources covering resident engineering for Water Works Improvements, Contract 77-W-2.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
26.	Received inspection report from Street Engineering Department and Completion Affidavit of Rieth Riley Construction with a guaranty bond signed by United Pacific Insurance Company for Resolution No. 5902-81, Nebraska Neighborhood, Phase VI.	Approved.
27.	Received invoice of Rieth Riley Constr. prepared by Street Engineering Department for retainage due in the amount of $5,298.75 on Resolution No. 5902-81.	Approved and ordered Community Development & Planning to pay invoice.
28.	Received inspection report from Street Engineering Department and Completion Affidavit of Wayne Asphalt & Construction with a guaranty bond signed by United State Fidelity & Guaranty for Resolution No. 5919-81, Group #5, C D & P Project.	Approved.
29.	Received invoice of Wayne Asphalt & Construction Co., in the amount of $7.24.31 for work performed on Res. 5919-81, Group #5, C D & P Project.	Approved and ordered Community Development & Planning to pay invoice.
30.	Received Encroachment Report from Street Engineering Department requesting approval of one foot over public right-of-way at the rear of Lot #14 Rissings Addition for a guardrail at the residence of Phyllis H. Dillman, 1703 Hillside.	Approved.
31.	Request was received from Winzeler Excavating, Inc., for authorization for payment from ESCROW ACCOUNT at Lincoln National Bank and Trust Company in the amount of $9,868.20 for Sewer Contract 342-80. Request prepared by the Water Pollution Control Engineering Dept.	Approved.
32.	Received Amended Notice of Water Main Extension, Contract 81-01, S. O. 109-81, to correct Oakland Drive to read Oakhurst Drive.	Approved. Copy on file in Board of Works.
33.	Received request from Water Engineering Department to furnish Harold Kleeman, developer of Shannonside, Sec. I & II, Water Contract #7811, Phase I, II and III an acceptance letter for water mains installed to date and thereby voiding the previous Letters of Acceptance issued in error.	Approved. Copy on file in Board of Works.
34.	Received recommendation from Street Eng. Department to accept streets in the subdivision known as The Knolls, Section I and II for maintenance.	Approved, Copy on file in Board of Works.

35. Received Contract, Guaranty and Liability Bonds of Gaines Construction in the amount of $28,37B.25 prepared by the Street Engineering Deparmtnet signed by State Auto Mutual Insurance Company for reconstruction of five areas of pavement and corner sidewalk replacement in Caribe Colony Addition - Res No 5924-B2 - Caribe Colony Pavement Repair.	Approved. Ordered sent to the Common Council on Tuesday, Aug. 24, 19B2, at 8 p.m. (prior approval)
36. Received request from Street Engineering Department to rescind all possible action on petition for curbing on McKee from Adams on the West to Wayne Trace on the East due to the high costs involved.	Approved. Copy on file in Board of Works.
37. Received payment estimate #6 from Hagerman-Shambaugh for AWT - C-1B0744-03 in the amount of $777,1BB.70 and escrow amount of $B6,354.30. This payment covers the period of April 24, 29B2 to May 29, 19B2.	Approved. Ordered City Utilities to pay the amount of $777,1BB.70 from the Water Utility Fund to Hagerman-Shambaugh and the amount of $B6,354.30 to the Escrow Account at Lincoln National Bank.
38. Received request for Board Order from Community Development & Planning for curbs, sidewalks and street resurfacing in EAST CENTRAL sites.	Approved. Ordered Street Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #6B-B2.
39. Received request for Board Order from Community Development & Planning for street lighting in EAST CENTRAL area.	Approved. Ordered Street Light Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #69-B2
40. Received request for Board Order from Community Development & Planning for curbs, sidewalks and street resurfacing in GREATER MCMILLEN area.	Approved. Ordered Street Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #70-B2.
41. Received request for 8oard Order from Community Development & Planning for street lighting in GREATER MCMILLIEN area.	Approved. Ordered Street Light Engineering Oepartment to begin preliminary engineering and to prepare cost estimates. 8oard Order #71-82
42. Received request for 8oard Order from Community Oevelopment & Planning for curbs and sidewalks in HAMILTON PARK area.	Approved. Ordered Street Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #72-82.
43. Received request for Board Order from Community Development & Planning for street lighting in HAMILTON PARK area.	Approved. Ordered Street Light Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #73-82.
44. Received request for Board Order from Community Development & Planning for curbs and sidewalks in HANNA-CREIGHTON area.	Approved. Ordered Street Engineering Oepartment to begin preliminary engineering and to prepare cost estimates. Board Order #74-82
45. Received request for Board Order from Community Oevelopment & Planning for curbs, sidewalks, and street resurfacing in HOAGLAND MASTERSON area.	Approved. Ordered Street Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #75-82
46. Received request for Board Order from Community Development & Planning for street lighting in HOAGLANO MASTERSON area.	Approved. Ordered Street Light Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #76-82.
47. Received request for Board Order from Community Oevelopment & Planning for curbs, sidewalks, and resurfacing in LAREZ area.	Approved. Ordered Street Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #77-B2.
48. Received request for Board Order from Community Oevelopment & Planning for curbs and sidewalks in MEMORIAL PARK area.	Approved. Ordered Street Engineering Department to begin preliminary engineering and to prepare cost estimates. Board Order #78-B2

49. Received request for Board Order from Community Oevelopment & Planning for street lighting in MEMORIAL PARK area.

Approved. Ordered Street Light Engineer... Oepartment to begin preliminary engineer... and to prepare cost estimates. Board O... #79-82.

50. Received request for Board Order from Community Development & Planning for curbs, sidewalks, and street resurfacing in OXFORO area.

Approved. Ordered Street Engineering Dep... ment to begin preliminary engineering ar... prepare cost estimates. Board Order #8...

51. Received request for Board Order from Community Oevelopment & Planning for curbs, sidewalks, and street resurfacing in PONTIAC PLACE area.

Approved. Ordered Street Engineering Dep... ment to begin preliminary engineering ar... prepare cost estimates. Board Order #81-...

52. Received request for Board Order from Community Development & Planning for street lighting in PONTIAC PLACE area.

Approved. Ordered Street Light Engineeri... Oepartment to begin preliminary engineeri... and to prepare cost estimates. Board Or... #82-82.

53. Received request for Board Order from Community Development & Planning for curbs, sidewalks, and street resurfacing in POPLAR area.

Approved. Ordered Street Engineering Depa... ment to begin preliminary engineering and ... prepare cost estimates. Board Order #83-...

54. Received request for Board Order from Community Development & Planning for street lighting in POPLAR area.

Approved. Ordered Street Light Engineeri... Oepartment to begin preliminary engineeri... and to prepare cost estimates. Board Or... #84-82.

55. Received request for Board Order for Water Pollution Control Engineering Department for the Siltation to outfall structure, DSR #041931.

Approved. Ordered Water Pollution Contr... Engineering Department to prepare plans, specifications and resolution. Board Order 90-82.

56. Received request for Board Order for Water Pollution Control Engineering Dpeartment for the Nebraska Station headwall, DSR # 044819.

Approved. Ordered Water Pollution Contr... Engineering Department to prepare plans, specifications and resolution.
Board Order # 91-82

57. Received request for Board Order for Water Pollution Control Engineering Department for the 102" Outfall Structure-DSR# 047074 and the Brown Street Station Outfall-DSR# 047096.

Approved. Ordered Water Pollution Contro... Engineering Department to prepare plans, specifications and resolution.
Board Order # 92-82

58. Received request for Board Order for Water Pollution Control Engineering Department for the Headwall at St. Joe River Dr and Stadium, DSR # 047098.

Approved. Ordered Water Pollution Contr... Engineering Department to prepare plans, specifications and resolution.
Board Order # 93-B2

59. Received request for Board Order from Street Engineering Department for resurfacing of the following streets: Pontiac St & Wayne Trace Elevation, Wayne Trace, Pontiac to Oxford, Adams St. to Pontiac to McKee, McKee St. , Adams to Wayne Trace, E. Sherwood Terrace, Glenmary to Wayne Trace, Wellington Dr., Village Ct. to Dania Ct., Lona Dr., Charlton Ct. to Norma Ct., Barrington Dr., Argyle to Lona Dr., Argyle Dr., Dania Ct. to E. Sherwood Terrace, Glenmary Dr., Charlton Ct., to E. Sherwood Terrace and Harrison St., Rudisill to Lexington.

Approved. Ordered Street Engineering Depa... to prepare plans, specifications and resolution. Board Order # 94-82.

ATTEST:

CLERK

BOARD OF PUBLIC WORKS

Wednesday, June 30, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular Meeting Held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins
Sandra Kennedy, Clerk

R.A.Staten, B.R.Collins,Sandra Kennedy present

1. Received driveway applications:
   1706 Southdale Schiedleman
   515 Mechanic St. Bob Houser
   2710 W. Jefferson Blvd. Brooks
   6320 Thaxton Dr. Thomas Const.
   5020 Bluffton Road Zumbrum Const.
   6319 Thaxton Drive Thomas Const.
   2000 blk. Wells Brooks

Approved and permits issued.

2. Received petition for repair of sidewalk at 304 Alverno Drive.

Approved and ordered Street Engineering Department investigate and report.

Board Order 102-82 issued.

3. RECEIVED BIDS:

Water Main Improvement Resolution 1027-82 for the construction of water mains in the in the Edwards St. and Covington Road area.

Bercot, Inc.	$26,332.95	base bid
	22,837.15	alternate bid
John Dehner	$32,323.40	base
	29,232.40	alt.
Earth Construction	$26,074.95	base
	23,324.55	alt.
Land Excavating	$27,175.10	base
	24,329.50	alt.
Scheidleman Exc.	$24,478.68	base
	21,670.31	alt.
T-G Excavating	$25,658.47	base
	23,988.91	alt.

Bids referred to Water Engineering Department for tabulation and report.

Will award contract on Wednesday, July 7, 1982 at 9 a.m.

4. RECEIVED BIDS:

Curb and Sidewalk Improvement Resolution 5935-82 for the construction of new curbs and sidewalks where needed in the East Central Neighborhood, Phase VII.

John Dehner	$164,175.50	base
	136,686.50	alternate
Hipskind Concrete	$133,103.20	base
	120,893.60	alt.
L.W. Dailey	$129,389.20	base
	106,917.60	alt.
Rieth-Riley	$142,534.00	base
	116,396.25	alt.

Bids referred to Street Engineering Department for tabulation and report.

Will award contract Wednesday, July 7, 1982 at 9 a.m.

5. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Street Resolution 5927-82 construction curbs and sidewalks in Northwest Central Neighborhood, Phase VI. (CD&P)

Award contract to Rieth-Riley Construction Co. Inc.at and for their bid in the amount of $139,869.65 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare the contract.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared 5treet Engineering Department for Street Resolution 5931-82 for construction of curbs and sidewalks where needed in the Nebraska Neighborhood, Phase VII. (CD&P)

Award contract to Gaines Construction Co., at and for their bid in the amount of $13[illegible] subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by Street Engineering Department for Street Resolution 5933 for construction of curbs, sidewalks, drive approaches, and drainage structures where designated in the Hanna-Creighton Neighborhood, Phase VI. (CD&P)

Award contract to Rieth-Riley at and for their bid in the amount of $169,651.25 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by Street Engineering Department for Street Resolution 5936-82 for resurfacing and restoring pavement Trier Road. (City Paid)

Award contract to Dailey Asphalt Products Co., Inc. at and for their bid in the amount of $111,810.87 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

9. AWARD CONTRACT:

Received tabulation and recommendation prepared by Street Engineering Department for Street Resolution 5937-82 for resurfacing and restoring pavement on Reed Road and Vance Avenue and Kirkfield Drive. (City Paid)

Award contract to Dailey Asphalt Products Co., Inc. at and for their bid in the amount of $132,359.15 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

10. AWARD CONTRACT:

Received tabulation and recommendation prepared by Street Engineering Department for 5treet Resolution 5938-82 for resurfacing and restoring pavement on Goshen Avenue. (City Paid)

Award contract to Dailey Asphalt Products Co., Inc. at and for their bid in the amount of $192,823.24 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

11. AWARD CONTRACT:

Received tabulation and recommendation prepared by 8onar & Associates, Inc. for 5ewer Resolution 360-82 for Group 1 5ewer Repairs (D5R's - 41987, 44818,44822,44824,47026,47094,47097). (25% Sewer Utility Fund; 75% FEMA)

Award contract to Land Excavating, Inc. at and for their bid in the amount of $46,633.00 subject to councilmanic approval.

Ordered 8onar & Associates to prepare contract.

12. AWARD CONTRACT:

Received tabulation and recommendation prepared by 8onar & Associates, Inc. for Sewer Resolution 361-82 for Group 5 Foster Park Headwall. D5R 41997. (25% Park 8oard; 75% FEMA)

Award contract to T-G Excavating, Inc. at and for their bid in the amount of $24,174.00 subject to councilmanic approval.

Ordered 8onar & Associates to prepare contract.

13. Received invoice from Three Rivers 8arricade and Equipment Co. in the amount of $584.06 covering charges for barricades used on an emergency pavement repair in 5200 block of North Clinton. (MVH)

Approved and ordered payment to be made from MVH Fund.

14.	Received invoice from Gaines Construction Co. in the amount of $424.74 for retainage due on Res. 5909-81, Oxford Neighborhood, Phase VI-A. (Final Claim #5)	Approved and ordered Community Development & Planning to pay invoice.
15.	Received invoice from T & F Construction in the amount of $15,418.80 for work performed on Res. 155-81, West Central Street Lighting Project. (2nd partial invoice)	Approved and ordered Community Development & Planning to pay invoice.
16.	Received invoice from Dailey Asphalt Products Co. in the amount of $21,389.65 with $2,376.63 withheld for retainage for work performed on Res. 5914-81, CD&P Group 3 Resurfacing.	Approved and ordered Community Development & Planning to pay invoice.
17.	Received invoice from Gaines Construction Co. in the amount of $384.16 for retainage due on Res. 5906-81, LaRez Impact Area, Phase IV.	Approved and ordered Community Development & Planning to pay invoice.
18.	Received invoice from Dailey Asphalt Products Co. in the amount of $21,989.55 for work performed on Res. 5913-81, CD&P Group 2 Resurfacing. (Inv. #2)	Approved and ordered Community Development & Planning to pay invoice.
19.	Received invoice from HIpskind Concrete in the amount of $2,742.17 with $304.68 withheld as retainage for work performed on Res. 5925-81, LaRez Neighborhood, Phase IV-C.	Approved and ordered Community Development & Planning to pay invoice.
20.	Received invoice from Coopers & Lybrand in the amount of $1,000.00 for review of bid calculations of Garbage Contract for the years 1982 through 1986.	Approved and ordered invoice to paid from Garbage Account #402-010-006-4356.
21.	Received invoice in the amount of $5,099.63 from Gaines Construction Co. for work performed in Res. 5910-81, partial street, driveway approach and sidewalk replacement on Barnhart Ave. and Charlotte Ave.	Approved and ordered 61% of the cost to be paid by City Utilities Water Maintenance or $3,356.44; the remaining balance to be paid by the City with MVH Funds - $1,743.19 with $566.62 to be withheld for retainage.
22.	Received request from Street Engineering Department for Board Order for emergency repair of intersection of Freeman and Taylor.	Approved and issued Board Order #104-82 to receive invitational bids.
23.	Received invoice #59 from Hagerman-Shambaugh in the amount of $57,201.15 and escrow in amount of $3,101.59 for work performed on WPC Plant Expansion. C-180538 - Division I	Approved and ordered City Utilities to pay invoice from Water Pollution Control Utility Construction Fund.
24.	Received curb and sidewalk Improvement Resolution 5934-82, Oxford Neighborhood Phase VIII. Community Development & Planning Project.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on July 5, 1982 and July 12, 1982. Receive bids on July 22, 1982 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.

25. Received invoice #1 from Scheidleman Excavating in the amount of $16,378.04 for work performed on water main contract 82-XP-2, Botanical Gardens.

Approved and ordered City Utilities to pay invoice.

26. Received change order #6 from Rocco-Ferraro & Co. increasing contract by $29,288.75 on Resolution 310, Phase I, St. Joe.

Approved and ordered sent to Common Council on Tuesday, July 27, 1982 at 8 p.m.

27. Received change order #7 from Rocco-Ferraro & Co., Resolution 310, Phase I, increasing contract in the amount of $64,061.00.

Approved and ordered sent to Common Council on Tuesday, July 27, 1982 at 8 p.m.

28. Received change order #8 for Rocco-Ferraro & Co., Resolution 310-80, Phase I, increasing contract in the amount of $20,622.00.

Approved and ordered sent to Common Council on Tuesday, July 27, 1982 at 8 p.m.

29. Received change order #1 from Scheidleman Excavating, contract 82-XP-2, Botanical Gardens reducing the amount of contract by $1,001.53.

Approved and ordered to sent to Common Council on Tuesday, July 27, 1982 at 8 p.m.

Meeting adjourned at 11:00 a.m.

Robert Anderson Pat

Betty R. Collins

Attest:

Sandra E Kennedy
Clerk

Thursday, July 1, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

1. Received Change Order # 5 and Final Change Order of Busch, Inc., in the amount of $9,818.00 to be deducted from original contract price approved by Water Pollution Control Engineering Department covering Resolution 334-80 North Maumee Study Area, C-180599-08.	Approved. Ordered sent to the Common Council on Tuesday, July 27, 1982 at 8 p.m.
2. Received Change Order #2 and Final Change Order of Busch, Inc., in the amount of $7,844.15 to be added to the original contract price approved by Water Pollution Control Engineering Department covering Resolution 332-80 North Maumee Study Area, C-180599-08.	Approved. Ordered sent to the Common Council on Tuesday, July 27, 1982 at 8 p.m.
3. Received Change Order #4 and Final Change Order of Busch, Inc., in the amount of $17,347.60 to be deducted from original contract price approved by Water Pollution Control Engineering Department covering Resolution 331-80 North Maumee Study Area, C-180599-08.	Approved. Ordered sent to the Common Council on Tuesday, July 27, 1982 at 8 p.m.
4. Received Change Order #3 and Final Change Order of Busch, Inc., in the amount of $107,269.75 to be deducted from original contract price approved by Water Pollution Control Engineering Department covering Resolution 310-80 Phase II, St. Joe Study Are, C-180599-06.	Approved. Ordered sent to the Common Council on Tuesday, July 27, 1982 at 8 p.m.
5. Received Special Sewer Permit for Porter Construction, Inc., prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Porter Construction, Inc., to construct a Sanitary Sewer Extension on the 24" St. Joe Interceptor Sewer on the North side of Westmore Dr., 1070± feet east of centerline of Auburn Rd; thence, westerly a distance of 195± feet; thence, south westerly a distance of 470± feet; thence, westerly a distance of 280± feet; thence, northwesterly a distance of 100± feet terminating at a proposed bulkhead.	Approved and Special Sewer Permit issued. Board Order No. 109-82
6. Received Agreement for Sewer Extension between Michael W. Thomas, Morris Liechty and Zohrab K. Tazian and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer in a proposed subhousing development to be platted "Wild Meadow".	Approved.
7. Received Lease Agreement with the City of Fort Wayne, Indiana, leasing to the Board of Park Commissioners of the City of Fort Wayne, Indiana, lots 1 to 4 City Park Addition and Space West of Lot #1 Chas. W. Scherers Addition, known as the 4th Street Property.	Approved. Copy herein incorporated.

8. Resurfacing Resolution 5944-82, final plans, specifications and estimate to improve by resurfacing and restoring pavement ad designated on the following streets:

(1) Lindenwood Avenue - From the south pavement line of Spring St. to the south property line of Scholtz Road.
(2) Portage Blvd - From the west pavement line of Freeman St. to the north curb line of Taylor Street.
(3) Branning Avenue - From the west curb line of Calhoun St to the east curb line of Webster Street.
(4) Lexington Avenue - From the west curb line of Calhoun St to the east curb of Buell Drive.
(5) North Cornell Circle - From the east property line of Lot #44 (Harrison Hill Addition) to the north curb line of Radial Lane.
(6) Radial Lane - From the west curb line of North Seminole Circle to the east curb line of N. Cornell Circle.
(7) South Seminole Circle - From the west curb line of Calhoun St to the north curb line of Radial Lane.
(8) North Seminole Circle - From the west curb line of Calhoun St to the north curb line of Radial Lane.
(9) South Cornell Circle - From the west curb line of Calhoun St to the north curb line of Radial Lane.
(10) Pasadena Drive - From the southwest curb of S. Cornell Circle to the east curb line of Buell Drive.
(11) Maxine Drive - From the west curb line of Hoagland Ave to the east curb line of Buell Drive.
(12) West Foster Parkway - From the west curb line of Calhoun St to the east curb line of Webster Street.
(13) West Foster Parkway - From the west curb line of Indiana Ave to its western terminus.
(14) Hoagland Avenue - From the north property line of Lexington Ave to the north property line of Sherwood Ter.
(15) Webster Street - From the south curb line of Lexington Ave to the north curb line of N. Cornell Circle.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors July 5 and July 12, 1982.

Receive bids on Thursday, July 22, 1982 at 9:00 a.m.

9. Received water contract #7920 for a water main to be installed on Racquet Drive, between The Classic Company, Inc. and Ground Services, Inc. and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana.

Approved and ordered Water Engineering Department to handle.

10. Received petition for installation of a water main on Elenora Drive.

Not Approved.
Rescind all action on 8.0. 6-82

11.	Received Resolution 79-XP-2 and Notice of Water Main Extension for Washington Center Road.	Approved and sent to Water Engineering Department for handling.
12.	Received Resolution 72-27-12 for a mortgage agreement by property owners to secure the payment of sanitary sewer tap-in fees.	Approved for use by the Customer Service Department of City Utilities. A copy is incorporated herein.

Meeting Adjourned at 10:00 a.m.

Betty R. Collins

Robert Anderson Chairman

ATTEST: Sandra E Kennedy
Clerk

TUESDAY, JULY 6, 1982

EMERGENCY BOARD MEETING

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 2:00 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk — Staten, Collins, Kennedy present.

1. EMERGENCY RESOLUTION 72-27-1

Whereas, an emergency situation exists at the intersection of Freeman and Taylor for rebuilding of curbs; and

Whereas, the Street Engineering Department has determined an immediate repair of said intersection; and

Whereas, the Board of Public Works hereby declares an emergency does exist to repair said intersection and received bids from the following contractors: Hipskind Concrete - $2,613.10; Brooks Construction - $4,298.75; and L. W. Dailey, Inc. - $6,899.00.

Now Therefore, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Hipskind Concrete for their low bid of $2,613.10.

Meeting adjourned at 2:15 p.m.

Robert Anderson Chairman

Betty R. Collins

Attest: Sandra E. Kennedy

Wednesday, July 7, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular Meeting Held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins
Sandra Kennedy, Clerk

R.A.Staten, B.R.Collins, Sandra Kennedy present

1. Received the following requests for barricades:

Approved and permits issued.

1. Three Rivers Festival (Bill Hausman) 2211 S. Calhoun St., to barricade on July 18, 1982, from 6:00 p.m. to 10:30 p.m., Raindate July 19, 1982, Calhoun from Wayne to Columbia, Harrison from Wayne to Columbia, Main from Clinton to Webster, Berry from Clinton to Webster.
PURPOSE: Three Rivers Fireworks

2. Parks and Recreation Dept., Barb Douglass, 705 E. State, to barricade Ewing to Wayne, Wayne to Calhoun, on July 17, 1982, from 8:30 a.m. to 12:30 p.m.
PURPOSE: Children's Parade.

3. Mizpah Temple Shrine (Bill Hausman) 2211 S. Calhoun St., to barricade on July 16, 1982, from 8:15 p.m. to 9:00 p.m., All N/S streets between Washington and Berry from Rockhill and Broadway, Main and Clinton, Main at Fairfield, Berry at Fairfield.
PURPOSE: Parade for Three Rivers Festival Event.

4. Three Rivers Festival, 2211 S. Calhoun, to barricade on July 16, 1982, from 6:30 p.m. to 8:00 p.m., Calhoun from Berry to Columbia, Main from Clinton to Harrison
PURPOSE: Mitzpah Shrine Foot Patrol Performance.

5. Three Rivers Festival (Bill Hausman) 2211 S. Calhoun St., to barricade East & West entrances of City-County Bldg. Parking Lot Plaza, on July 10, 1982 to July 18, 1982, from 5:00 p.m. to midnight each day.
PURPOSE: Bandstand and concerts.

6. Three Rivers Festival, Bill Hausman, 2211 S. Calhoun St., to barricade on July 10, 1982, from 1:00 p.m. to 4:00 p.m., Calhoun & Superior, Calhoun & Clinton, Clair at Harrison.
PURPOSE: WMEE Show us Your Tan Contest.

7. Three Rivers Festival, 2211 S. Calhoun St., to barricade on July 10, 1982, from 8:00 a.m. to 12:30 p.m., streets closed between Clinton, Calhoun, Harrison, Wayne, Washington, and Berry.
PURPOSE: Festival Parade

8. Bill Hausman, 2211 S. Calhoun St., to barricade Main between Harrison & Calhoun from 11:00 a.m. to 10:00 p.m. on July 11, 1982.
PURPOSE: Three RiversFestival Tractor Pull.

9. WLYV Radio, Frank Nachazel, 925 Anthony Wayne Bank Bldg., to barricade on July 11, 1982, from 1:00 p.m. to 6:00 p.m., Intersections all along the St. Joe River.
PURPOSE: WLYV Raft Race

10. Bill Hausman, 2211 S. Calhoun St., to barricade Court St between Main & Berry, from 9:00 a.m. to 9:00 p.m., on July 11, 1982.
PURPOSE: Waterbed Slide Contest (During Three Rivers Festival)

11. Three Rivers Festival, 2211 S. Calhoun St., to barricade Freiman Parking Lot, on July 12, 1982 to July 18, 1982, from 6:00 a.m. for 24 hours.
PURPOSE: Three Rivers Festival Event

12. Parks and Recreation, Lori Noble, State St., to barricade on July 15, 1982, from 6:00 p.m. to 9:00 p.m., Harrison between Lewis and Baker, Lewis and Baker at Webster and Harrison, around the Post Office Area.
PURPOSE: Bed Race during Three Rivers Festival.

13. Azar Corporation, John Allison, 2220 Kentucky Ave., to barricade Rugby Field at Franke Park, on July 16, 17, & 18, 1982, all day.
PURPOSE: Balloon Race.

14. Three Rivers Festival, Bill Hausman, 2211 Calhoun St., to barricade on Thursday July 8, 1982 to July 18, 1982, starting at 6:00 a.m. at all times, from Barr St., Main to Berry.
PURPOSE: Three Rivers Festival Concessions Stands

15. Three Rivers Festival, 2211 S. Calhoun St.. to barricade the parking area under the elevation between Harrison & Calhoun, on July 9, 1982 to July 11, 1982, starting at 6:00 a.m. at all times.
PURPOSE: Flea Market.

1. Received the following requests for barricades cont.:

16. Three Rivers Festival, 2211 S. Calhoun St., to barricade Barr St. from Berry to Wayne, on July 9, 1982 to July 18, 1982, at all times.
PURPOSE: BARR ST. BAZAAR, bag meters

17. Three Rivers Festival, 2211 S. Calhoun St., to barricade on July 9, 1982 to July 18, 1982, at all times, to hood 6 parking spaces on south side of Freimann Sq. Parking lot.
PURPOSE: Place Beer Tent Trailor

18. Becky Blaich, 2240 Owaissa Way, to barricade on July 4, 1982, raindate July 5, 1982, from 10:00 a.m. to 2:00 p.m., Indiana Village Association, between Nokomis & Wawanaissa Trace.
PURPOSE: Indiana Village Association Picnic

19. North American, Ed Merritt, 2122 Bremer Rd., to barricade on June 26, 1982, from 8:00 a.m. to 4:00 p.m., Berry in fron of Lincoln Tower.
PURPOSE: Moving Livingston Law Firm.

20. NIPSCO, 1501 Hale, to barricade the alley between Lewis and Maumee, east of Lillie, on June 23 1982 to June 30, 1982, 12:00 noon at all times.
PURPOSE: Inserting mains.

21. Winzeler Excavating Co., Inc., R.R. #4, Bryan, Ohio, to barricade on June 23, 1982, at 7:00 a.m. to 7:00 p.m.. close at 24 & Taylor Rd. for Taylor Rd to East side of Taylor & Washington Rd.
PURPOSE: To put asphalt surface on Taylor Rd.

22. NIPSCO, 1501 Hale, to barricade the intersection of Hugh St. & Ohio, on June 23, 1982 fron Noon to 4:00 p.m., will be closing only one lane at a time.
PURPOSE: Running mains.

23. Terry McCaffrey, N.E. Indiana EMS, 3024 Fairfield Ave., to barricade the intersection of Drury, Indiana & Maxine, on June 24, 1982, from 8:00 a.m. to 10:00 a.m..
PURPOSE: Public Service Taping.

24. Lutelia Reed, 1229 Fletcher, to barricade on July 10, 1982, from 10:00 a.m. to 6:00 p.m., Monroe between Wayne and Washington.
PURPOSE: Bazaar fro St. John C.M.E. Church.

25. Ben Arnold, Hoagland & Masterson Neighborhood Association, to barricade at Hoagland and Brandiff & hoagland and Bass, between Brandiff and Melita, In front of Bass Park, on July 31, 1982, from 8:00 a.m. to 8:00 p.m.
PURPOSE: Rummage and Bake Sale

26. Terry McCaffrey, N.E. Indiana EMS, 3024 Fairfield Ave., to barricade the intersection of Drury, Indiana and Maxine, on June 30, 1982, from 8:00 a.m. to 10:00 a.m.
PURPOSE: Public Service Taping.

27. Building Dept., 308 E. Berry St., to barricade the left lane in fron of 308 E. Berry St., on July 1 & 2, 1982, from 8:00 a.m. to 4:00 a.m.
PURPOSE: Load Semi.

28. Building Dept., 308 E. Berry St., to barricade Right hand lane at Superior in front of New County Bldg. Dept., on July 1 & 2, 1982, from 8:00 a.m. to 4:00 p.m.
PURPOSE: Unloading Semi

29. Bill Jones, County Highway, to barricade Right hand lane at Superior in front of new County Bldg. Dept., on July 7 & 8, 1982, from 8:00 a.m. to 4:00 p.m.
PURPOSE: Unloading Semi.

30. Home Loan and Savings Association, Mary Gardner, 132 E. Berry St., P.O. Box 989, to barricade on October 24, 1982, from 1:30 p.m. to 2:15 p.m., OnMain St. from Harrison St. to Lafayette St. thru the course.
PURPOSE: Home Loan 10,000 Meter Run.

31. Home Loan and Savings Association, Mary Gardner, 132 E. Berry St., P.O. Box 989, to barricade on 10-22, 1982 to 10-25, 1982, from 8:00 a.m. Friday to 7:00 a.m. Monday, to provide space for tent to be erected for the Home Loan 10,000 Meter Run.

32. Martha Starnes, 2240 Muskoday Pass, to barricade on July 4, 1982, at 4:00 p.m. to 9:00 p.m., Muskoday Pass between Engle and Nokomis Rd.
PURPOSE: Block Party.

33. T - G Excavating, Greg Merrill, Hugenard Rd., to barricade Leesburg between Spring and Main St., on June 30, 1982, 8:00 a.m. to July 7, 1982, 5:00 p.m., 24 hours.
PURPOSE: Reconstruction of street for sewer project.

1. Received the following requests for barricades cont.:

34. NIPSCO, Betty, 1501 Hale, to barricade the intersection of Ohio & Eliza, on July 23, 1982 and July 24th, from 7:30 a.m. to 4:00 p.m.
PURPOSE: Installing main.

35. Diane Glosson, 4416 Arlington Ave., to barricade on July 18, 1982 from 12:00 noon to 5:00 p.m., 4400 Block of Arlington, intersections of Maxine and Pasedena.
PURPOSE: Block Party

36. Susan Heine, 4402 Avondale Dr., to barricade on July 4, 1982, from 2:00 p.m. to 7:00 p.m., Senate Ave. from Avondale to First Alley West.
PURPOSE: Block Party

37. Shep Weinswig, 4808 Ottawa, to barricade Ottawa between Tamarack and Tirol Pass, on July 10, 1982, from 4:00 p.m. to 12:00 midnight.
PURPOSE: Block Party

38. Bob Pelz, Channel 21, 3401 Butler Rd., to barricade on July 9, afternoon thru July 10, 1982 morning, sidewalk by City County Bldg. on Calhoun St.
PURPOSE: Set Boom Truck - filming Three Rivers Festival festivities

39. Master Riders Motorcycle Club (Donnell Parker), 3015 Winter St., to barricade on June 26, 1982, from 10:00 a.m. to 10:00 p.m., on Walter between Maumee & Washington.
PURPOSE: Block Party

40. Bob Johnson, 350 Arcadia Ct., to barricade the 300 & 400 block of Arcadia, deadends at Webster, on June 27, 1982 at 12 noon to 7:00 p.m.
PURPOSE: Block Party

41. Max Warner, Harvester Ave Missionary Church, 3331 Harvester Ave., to barricade the alley behind 3315 Harvester, on June 19, 1982 at 9:00 a.m. to 11:30 a.m.
PURPOSE: Vacation Bible School Carnival

42. T-G Excavating, 5544 Huguenard Rd., to barricade Berry between Coombs and Harmer on June 21, 1982, starting at 9:00 a.m. for 2 months.
PURPOSE: Sewer Repair

43. Sally Jones, 926 Prange Dr., to barricade on August 6, 1982 at 5:30 p.m. to 11:30 p.m., Prange Dr. between Indiana Ave and Beaver.
PURPOSE: Block Party.

44. Mt. Calvery Baptist Church, Rev. Paul Glaspie, 2241 Smith St., to barricade on July 3, 1982 at 11:00 a.m. to 3:00 p.m., from the corner of 2241 Smith to Greene, Smith from Creighton to Greene.
PURPOSE: Church Carnival

45. Quick Action Sewer Service, 2920 Winter, to barricade on June 10, 1982 thru June 14, 1982, 24 hours daily, in alley behind 404 Lennox at entrance to alley off Hoagland.
PURPOSE: Sewer Repair

46. BMX Motorcross Club, Kent Keller, 7108 Penmoken Dr., to barricade Rockhill Park Pavillion, on July 2,3, &4, 1982, at all times.
PURPOSE: MOTORCROSS RACE, bicycles

47. Parks and Recreation Dept., Barb Douglass, 705 E. State, to barricade on July 17, 1982 from 8:30 a.m. to 12:30 p.m., streets between Ewing, Webster, Washington, Harrison, Clair, and Clinton.
PURPOSE: Childrens Parade

48. Jim Johnson,2610 Trentman Ave., to barricade on the Landing in front of Blue Mountain Coffee Co., on June 12, 1982, from 2:00 p.m. to 5:00 p.m.
PURPOSE: Rally with folk musicians and speakers in conjunction with rally in New York on UN Disarmament Conference.

49. Winzeler Excavating Co., Inc., R.R. #4, Bryan, Ohio, to barricade on June 3, 1982 to June 4, 1982, 24 hours, tenative opening, 5:00 p.m. thru Friday, Rt. 24-Jefferson Blvd. at Sweeney Park Closing.
PURPOSE: Grout Pavement Settlement.

50. Denise Reuter,1314 Forest Ave., to barricade Forest between California and Alabama, on June 13, 1982, from 11:00 a.m. to 11:00 p.m.
PURPOSE: Block Party.

1. Received the following requests for barricades cont.:

51. T-G Excavating Co., Inc., Huegenard Rd., to barricade on June 9, 1982 to June 15, 1982, for 24 hours, Spring St. at Sprunger St., traffic to Leesburg, Main, Lindenwood.
PURPOSE: Sewer Crossing Spring St. Federal Project 349-80

52. Allen County 4-H Clubs, Inc., Richard Fritz, 11327 Bethel Rd., to barricade on July 25, 1982 at 6:00 p.m. to 7:30 p.m., from Parnell at Coliseum Parking Lot, River Dr. at Parnell, Pleasant at both sides of State, Eade at State, Eade at Nettie, Pleasant at Nettie.
PURPOSE: 4-H Fair Parade

53. Mrs. Carl Simon,4324 Pembroke Lane, to barricade Pembroke Lane between Indiana and Westover on June 11, 1982 at 6:00 p.m. to 11:00 p.m.
PURPOSE: Block Party.

54. Robert Pence,921 Thieme Dr., to barricade the 900 block of Thieme between Wayne and Washington on June 19, 1982, Raindate, June 25, 1982 from 9:00 p.m. to 1:00 a.m.
PURPOSE: Block Party.

55. Smucker Construction, Box 139, Harlan, IN, to barricade the alley between Calhoun and Clinton, on June 7, 1982 to June 9, 1982 for 24 hours.
PURPOSE: Roofing Shaver and Pen Center, to place kettle

56. Shoda Sewer Service,2014 Colony Dr., to barricade on June 11, 1982 from 8:00 a.m. to 6:00 p.m., the alley behind 4105 Reed St., access open at McKinnie.
PURPOSE: Repair Sewer.

57. Thomas Gallant, 4302 Charter Lane, to barricade the 4400 block of Charter at Clairmarnic on June 12, 1982, Raindate June 13, 1982 from 12 noon until 11:00 p.m.
PURPOSE: Block Party.

58. Martin Graves, All American Motorcycle Racing Team,326 E. Woodland, to barricade on June 19, 1982 to June 20, 1982 from 10:00 a.m. on Sat. until 1:00 a.m. on Sun., Monroe from Douglas to Hayden.
PURPOSE: Motorcycle function Race.

59. North American, Ed Merritt, 2122 Bremer Rd., to barricade on June 19, 1982 from 9:00 a.m. to 1:00 p.m., Berry in front of Lincoln Tower.
PURPOSE: Park Van, taking shelving off 4th floor.

60. Joe Daenell, Jo Gen Organization, 2109 Klug Dr., to barricade Calhoun at Washington and Calhoun and Jefferson, on July 9, 1982 to July 18, 1982, from 7:00 p.m. to 12:00 midnight.
PURPOSE: To protect pedestrians.

2. Received the following requests for parade permits: Approved and permits issued.

1. Mizpah Temple Shrine, Bill Hausman, 2211 S. Calhoun St., for July 16, 1982, from 8:30 p.m. to 9:45 p.m., Wayne East to Calhoun, North on Calhoun to Main, West on Main to Fairfield.
PURPOSE: Three Rivers Festival Event.

2. Three Rivers Festival, Bill Hausman, 2211 S. Calhoun St., on July 10, 1982 from 9:00 a.m. to 12:00 noon, Wayne at Thieme Dr. east on Wayne to Calhoun, North on Calhoun to Superior.
PURPOSE: Opening Day of Festival.

3. Fort Wayne Parks & Recreation Dept., McDonalds Restaurants, WFFT-TV/55, 705 E. State, 5703 U.S. 24 West, 3707 Hillegas Rd., on July 17, 1982 from 10:00 a.m. to 12:30 p.m., Starting at Webster and Wayne and ending at Superior and Calhoun.
PURPOSE: Three Rivers Children's Festival Parade.

4. Three Rivers Festival, Bill Hausman, 2211 S. Calhoun St., on July 18, 1982 from 6:00 a.m. to 11:15 a.m., Starting at Parnell Ave by Coliseum and ending at Parnell Circle of the Coliseum Lot.
PURPOSE: Three Rivers Marathon Run.

5. Lake Forest Extended, Mrs. Micklovich, 7209 Kercheval Dr., on June 27, 1982 from 12:30 p.m. to 1:00 p.m., from Bearpaw Dr. to Jehl Park.
PURPOSE: Childrens Bike Parade.

2. Received the following requests for parade permits cont.:

6. Fort Wayne Street Rod Association, P.O. Box 11561, Dennis Schebig, for July 31, 1982 from 5:00 p.m. to 6:30 p.m., Parnell to St. Joe to Main to Calhoun to Rudisill to Anthony to St. Joe River Dr. to Parnell Back to Park.
PURPOSE: Tom Henemeyer Memorial Cruise an event of the Muddy River Run.

7. Home Loan and Savings Association and Fort Wayne Track Club, 132 E. Berry St., P.O. Box 989, for October 24, 1982 from 2:00 p.m. to 3:30 p.m., Starting at Main St in front of Court House and ending at Main St. near Freiman Square.
PURPOSE: Home Loan 10,000 Meter Run.

8. Lake Forest Community Association, Rick Samek, 7016 Forestwood Dr., for July 3, 1982 from 10:00 a.m. to 11:00 a.m., Starting at Parking Lot of Swim Club and ending at Lake Forest Dr. by the pool.
PURPOSE: Bikeathon.

9. Northridge Baptist Church, 1300 Cook Rd., on July 31, 1982 at 1:00 p.m. to 3:00 p.m., Down Cranberry, thru Strawberry, Bluberry, Raintree, Applewood Rd., Springwood, to termination of Cook Rd.
PURPOSE: Vacation Bible School Promotion.

10. Statewood Baptist Church, 2208 Coliseum North, on June 20, 1982 from 2:00 p.m. to 3:00 p.m., West on State to Hobson, South on Hobson to Lake, West on Lake to Reed Rd., Reed Rd. North to State and West to Church.
PURPOSE: Advertise Bible School.

11. Elizabeth M Johnston, Whitney Young School, 1026 E. Pontiac St., for June 9, 1982, at 10:30 a.m. to 11:00 a.m., Starting at Whitney Young School and ending at Weisser Park School.
PURPOSE: Moving school furniture to new school.

12. Indiana Village Association, Becky Blaich, 2241 Owaissa Way, on July 4, 1982, Raindate, July 5, 1982 from 11:30 a.m. to 12:15 p.m., Indian Village School, right on Wenonab, left on Ojibway, left on Hiawatha, right to Indian Village Blvd.

3. Received driveway applications:

2112 N. Anthony--------Ned Keener
1407 Cypress Lane------Ned Keener
4925 Indiana-----------Ned Keener
2000 Wells-------------Brooks Constr.
332 E. Pontiac---------Kirk Scheeler
5117 Camelot Dr--------Emil Holliday
332 E. Pontiac---------Kirk Scheeler

Approved and permits issued.

4. Received petition for the relief from flood water and damage caused by run off of water from South Gate Shopping Center.

Approved.

Ordered the Water Pollution Control Engineering Department to investigate and report.

Board Order No. 110-82

5. Received petiton for repair or replace sidewalk at 309 Alverno Dr.

Approved.
Ordered the Street Engineering Department to investigate and report.
Board Order No. 111-82

6. Received petition for the construction of curbing on the south side of Anderson Avenue from the west property line of McAfee St. to its eastern terminus.

Approved.
Ordered the Street Engineering Department to investigate and report.
Board Order No. 112-82

7. Received Contract, Guaranty and Liability Bonds of Bercot, Inc., in the amount of $69,136.00 prepared by the Water Pollution Control Engineering Department signed by The Western Casualty and Surety Company for Contract No. 358-82 for catch basin and inlet repair and replacement storm sewer repair. RESOLUTION 358-82, OSR NOS. 041999, 047100, 047101 and 047102.

Approved.

Ordered sent to the Common Council on Tuesday, Aug. 24, 1982 at 8 p.m.

8. Received Improvement Resolution No. 5945-B2, specifications, estimate and final plans for resurfacing and restoring pavement as designated on the following streets: Pontiac St & Wayne Trace Elevation, Wayne Trace, Adams St., McKee St., E. Sherwood Terrace, Wellington Dr., Lona Dr., Barrington Dr., Argyle Glenmary Dr., and Harrison St. prepared by Street Engineering Department. City Paid - MVH and LRS Funds.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors July 12 and July 19, 1982. Receive bids on Thursday, July 29, 1982. Ordered the Street Engineering Department to prepare bid documents.
9. Received Contract No. 8202 prepared and approved by the Water Engineering Department, between the City of Fort Wayne Utility and Yardley, Inc.,	Approved. Ordered sent to Water Engineering for handling.
10. Received Sewer Improvement Resolutions 365-82, 1200 Block North Barr Street-Storm Sewer Repair Project and 367-B2 60" Brick Sewer from Diester Machine Company to the Dwenger Ave. Humane Shelter-combination sewer repair project.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors: 365-82 - July 23, & July 30, 1982; 367-B2 - August 27 & September 3, 1982. Receive bids: 365-82 - Wednesday, August 11, 1982 at 9:00 a.m.; 367-82 - Monday, September 13, 1982 at 9:00 a.m. Ordered the Water Pollution Control Engineering Department to prepare bid documents.
11. Received invoice #12 in the amount of $12,244.00 from Clyde E. Williams & Associates for consulting serivces on Coliseum Blvd. Signal Interconnect - Project HES-MG-HHS-200-9 (1).	Approved and ordered paid from L R & S Acount #402-13B-33B-11-4431.
12. Received invoice #7169 in the amount of $4,410.00 from McNamee, Porter and Seeley for resident engineering for Water Works Improvements, Contract 77-W-2.	Approved and ordered paid form City Utilities.
13. Received invoice in the amount of $566.62 from Gaines Construction Co. for retainage withheld on Resolution 5910-82, partial street, driveway approach and sidewalk replacement at Barnhart and Charlotte, Completion Affidavit received and project inspected and approved by Street Engineering.	Approved and ordered paid from MVH Fund.
14. Received Change Order # 1 and Final Change Order for Moellering Construction Resolution 339-80, North Maumee Study Area, C-180599, in the amount of $16,998.44 to be deducted from original contract price.	Approved. Ordered sent to the Common Council on Tuesday, July 27, 1982 at B p.m.
15. Received request from C D & P to assign a Board Order to Street Engineering Dept. to begin preliminary engineering and to prepare cost estimates for the spot repair of curbs and sidewalks in the West Central Neighborhood.	Approved. Board Order No. 113-B2 issued to Street Engineering Department.

16.	Received quotations from the Purchasing Agent for 85 (+ or -) Storm Sewer Castings for the Street Engineering Department.	Through the recommendation of the Purchasing Agent the bid of Neenah Foundry Company was accepted under Purchase Order A-18284. Ordered sent to the Common Council on Tuesday, July 27, 1982 at 8 P.M.
17.	Received request from Water Pollution Control Engineering to void Board Order No. 92-82 and DSR's #037074 and #037096.	Approved.
18.	Received recommendation from Water Pollution Control Engineering to incorporate Board Order 43-82 with Board Order 59-82 and the work be done by Water Maintenance utilizing unit item quantities of DSR #047025 and voiding DSR # 044823.	Approved.
19.	Received Revised Detailed Specifications and Materials Standards for Water Utility prepared and approved by Water Engineer.	Approved. Copy on file in Board of Works.
20.	Received tabulation and recommendation prepared by the Water Engineering Department for Water Main Improvement Resolution #1027-82, Edwards Street-Covington Road Area.	AWARD contract to Scheidleman Excavating at and for their bid in the amount of $24,478.68 subject to councilmanic approval. Order contract.
21.	Received tabulation and recommendation prepared by Street Engineering Department for East Central Neighborhood, Phase VI1 for construction of curbs and sidewalks, Resolution 5935-82.	AWARD contract to L. W. Dailey at and for their bid in the amount of $129,389.20 subject to councilmanic approval. Order contract.
22.	Received plat of Congressional Industrial Park, Section I submitted and approved by the City Plan Commission.	Approved.

ATTEST:
Sandra E. Kennedy
CLERK

Robert Anderson
Barry P. Collins
BOARD OF PUBLIC WORKS

Wednesday, July 14, 1982

Department of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Regular Meeting Held at 9:00 a.m.

S.A. 8ailey, R. A. Staten, B. R. Collins
Sandra E. Kennedy, Clerk

S.A. 8ailey, R. A. Staten, Sandra Kennedy present.

1. Received purchase orders from the Auditor of City Utilities.

Approved

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received the following driveway applications:

2014 Phenie----------Toscos Constr.
833 Aurora Knoll Ln.---Holiday Homes
4807 S. Anthony------Brooks Constr.
6424 St. Joe Rd.-------Toscos Constr.
4425 Willard Dr.-------Kirk Scheeler
2309 Maplewood Rd.-----Gerald W. Fell
1710 Maplewood Rd.-----Shroyer Constr.

Approved and permits issued.

4. Received the following sidewalk applications:

2027 Eby------------Lynn Sunday
604 W. Wayne--------Northorst 8uilders
402 8elmont---------Jerry Jallinger
1322 Putnam---------Ned Keener Constr.

Approved and permits issued.

5. Received an application for a permit to install a pole line from I & M to provide service to Northside Park Pool.

Approved and permit issued.

6. Received a petition for the construction of a water main to serve the area of 7714 Trier Road to 7862 Trier Road.

Approved and ordered the Water Engineering Department to investigate and report.
Board Order No. 116-82

7. Received a petition for the construction of a water main to serve the area of Wayne Trace & Paulding Road from the existing water main to intersection.

Approved and ordered the Water Engineering Department to investigate and report.
8oard Order No. 117-82

8. Received a petition for the implementation of a study to alleviate basement and street flooding the the area bounded by Fairfield, 8uell, Pettit and Paulding Road and Fairfield Edition specifically intersection of Fairfax and 8uell.

Approved and ordered the Water Pollution Control Engineering Department to investigate and report.
Board Order No. 114-82

9. Recieved a petition for the installation of a new sidewalk in front of 3704 Gaywood Drive.

Approved and ordered the Street Engineering Department to investigate and report.
8oard Order No. 115-82

10. Received invoice from Dailey Asphalt Products Company, lnc., in the amount of $20,395.43 for work performed on Res. No. 5918-81, 1981 asphalt resurfacing.

Approved and ordered paid from ER&S Funds.

11. Received invoice from Dailey Asphalt Products Co., lnc., in the amount of $21,850.86 for work performed on Res. No. 5913-81, Group #2 C D & P Resurfacing.

Approved and sent to C D & P for payment.

12. Received invoice #46 from Howard Needles Tammen & 8ergendoff in the amount of $19,339.87 for engineering services performed on Additions and lmprovements to the Wastewater Facilities. C180774-03

Approved and sent to City Utilities for payment.

13. Pursuant to a report from City Utilities Auditing Department listing unpaid miscellaneous receivable invoices, it is deemed desirable to write off said bills, as per list submitted, in the sum of $12,207.06.

Approved.

14. Whereas, Karl Jensen and John J. and Mary J. Riggle have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of public street:

Beginning at the Southwest corner of Lot 18 as established by Instrument No 80-05724 of Fairview Amended Addition; thence South 50 LF to the South right-of-way line of Catherine Ave. said South line more particularly described as being the North line of Lot 86 as established by Instrument No. 78-23558 of Highland Park Addition Extended; thence Easterly along said North lot line of Lot 86, 109± LF; thence Southeasterly 40.2 LF to the Northeast corner of said Lot 86; said Northeast corner being on the West right-of-way line of vacated Joseph Ave. thence East 90.8 LF to the East line of said vacated Joseph Avenue; thence Northeasterly to the North right-of-way line of Catherine Avenue along the East right-of-way line of vacated Joseph Ave at a point 4.7 LF East of the Southwest corner of Lot 23 of Fairview Amended Addition; thence Westerly along the North right-of-way line of Catherine Ave a distance of 170.6 LF to the Southwest corner of Lot 20 of Fairview Amended Addition; thence North 5 LF along the West line of said Lot 20; thence West 110.6 LF to the Point of Beginning.

Approved.

15. Received Contract, Guaranty and Liability Bonds of Land Excavating, In., in the amount of $46,362.80 prepared by Bonar & Associates, signed by the Reliance Insurance Company for Contract 360-82 for the repair of 7 sewers damaged in the 1982 Flood Disaster. RESOLUTION 360-82, DSR NOS. 41987,44818, 44822,44824, 47026, 47094 and 47097.

Approved.
Ordered sent to Common Council on Tuesday, Aug. 24, 1982, at 8 P.M.

16. Received Contract, Guaranty and Liability Bonds of T & G Excavating, Inc., in the amount of $24,174.00 prepared by Bonar & Associates, signed by the Fidelity and Deposit Company of Maryland for Contract 361-82 for the repair of Foster Park Headwall damaged in teh 1982 Flood Disaster. RESOLUTION 361-82 for DSR NO. 41997.

Approved.

Ordered sent to Common Council on Tuesday, Aug. 24, 1982, at 8 P.M.

17. RECEIVE BIDS:

Street Lighting on Arrow Drive - Engle Road to its southern terminus, Res. No. 157-82.

Referred to the Street Lighting Dept. for tabulation and report.
Award contract on Wednesday, July 21, 1982 at 9:00 a.m.

N. G. Gilbert $7,271.00

T & F Constr. $5,580.00

18. Street Lighting Res. No. 160-82 for maintenance and construction on the municipally owned street lighting system of City of Ft. Wayne.

Referred to the Street Lighting Dept. for tabulation and report.

Award contract on Wednesday, July 21, 1982 at 9:00 a.m.

N. G. Gilbert	
Relamping Unit 8 hr. day	$264.40
Relamping Unit-Sunday & holidays	44.70
Relamping Unit-overtime	38.65
Maintenance Unit -per hr. normal work day	94.15
Maintenance Unit - Sun & holidays	127.50
Maintenance Unit - Sat. & weekdays	100.00
Trouble shooting Vhcl. equip. opr.	40.25
Trouble shooting Vhcl. equip.	7.00
Trouble shooting Vhcl. per month	800.00
Escalation	6%

T & F Construction	
Relamping Unit 8 hr. day	$270.00
Relamping Unit-Sunday & holidays	44.50
Relamping Unit-overtime	35.00
Maintenance Unit-per hr normal work day	90.70
Maintenance Unit-per hr Sunday & holidays	127.00
Maintenance Unit-per hr Sat & weekdays	100.00
Trouble Shooting Vhcl. equip. opr.	50.00
Trouble Shooting Vhcl. equip. per hr.	6.00
Trouble Shooting Vhcle. equip per month	500.00
Escalation	8%

19. Street Engineering Resolution 5932-82 LaRez Neighborhood, Phase V, for constructing curbs and sidewalks.

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, July 21, 1982 at 9:00 a.m.

L. W. Dailey $45,365.75

John Dehner 39,166.80

Gaines Construction 33,577.70

Hipskind Concrete 30,754.25

Rieth-Riley 39,210.65

20. Street Engineering Resolution 5939-82 for resurfacing and restoring pavement on Taylor & Covington Rd.

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, July 21, 1982 at 9:00 a.m.

Brooks Construction $137,848.00

Oailey Asphalt $142,106.00

Moellering Constr. 150,783.95

Rieth-Riley 145,009.35

Wayne Asphalt 134,874.00

21. Street Engineering Resolution 5940-82, 1982 Flood Damage, DSR NOS. 041865 and 041866, Harrison, Sherman & Herman area.

Referred to the Street Engineering Dept. for tabulation and report.

Award contract on Wednesday, July 21, 1982, at 9:00 a.m.

8rooks Construction $17,601.00

Dailey Asphalt 19,012.50

Moellering Constr. 17,275.10

Rieth-Riley 15,608.95

Wayne Asphalt 16,221.70

22. Street Engineering Resolution 5941-82, 1982 Flood Oamage, DSR NOS. 041864, 041863, 041860, 041853 and 041856 in the Northside Dr. Oswego, 8altes and Girswold Dr. area.

Referred to the Street Engineering Dept. for tabulation and report.

Award contract on Wednesday, July 21, 1982, at 9:00 a.m.

8rooks Construction $11,353.00

Dailey Asphalt 15,867.00

Moellering Constr. 10,579.95

Rieth-Riley 12,646.40

Wayne Asphalt 10,606.50

23. Street Engineering Resolution 5942-82 1982 Flood Damage, DSR 041857, in the Dwenger Avenue area.

Referred to the Street Engineering Dept. for tabulation and report.

Award contract on Wednesday, July 21, 1982, at 9:00 a.m.

8rooks Construction $46,534.14

Dailey Asphalt 60,723.00

Rieth-Riley 57, 445.38

Wayne Asphalt 57,194.80

Moellering Constr. 56,768.90

24. Street Engineering Resolution 5943-82 1982 Flood Damage, DSR NOS. 041854, 047245, 041880 and 047247 in the Pemberton Dike Area.

Referred to the Street Engineering Dept. for tabulation and report.

Award contract on Wednesday, July 21, 1982, at 9:00 a.m.

8rooks Construction $71,695.30

Dailey Asphalt 55,756.75

John Dehner 60,349.25

Hipskind Concrete 51,355.50

Moellering Constr. 75,879.95

Rieth-Riley 59,143.20

RECEIVE BIDS CONTINUED:

25. Sewer Improvement Resolution 362-82, 1982 Flood Damage, DSR NOS. 41988, 44760, 47024, 47071, 47072, 47082, 47091, 47099 and 47158, in the following areas: 1404 Oneida, 1493 Edgewater, alley north of Riverside, east side of Calhoun, VanBuren at Michael, 20 in. sewer at Prospect, alley at Rudisill, 831 Edgewater and alley, Wildwood Ave. and Thompson Avenue.

Referred to Bonar & Associates for tabulation and report.

Award contract on Wednesday, July 21, 1982, at 9:00 a.m.

Bercot, Inc. $258,372.50

John Dehner 227,893.00

Earth Constr. 210,762.50

Land Excavating 198,868.75

T & G Excavating 245,114.40

26. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA - C-180599

L. W. DAILEY, Estimate #9, Res.311-80	$24,884.63	0
WEITZEL CONSTRUCTION, Estimate #15,Res. 312-80.	18,039.50	0
EARTH CONSTRUCTION, Estimate #13, Res. 314-80	15,230.38	0
EARTH CONSTRUCTION, Estimate #6, Res. 319-80	86,249.04	0

Received the following partial payment approved by the Water Pollution Control Engineering Department for Sewer Project: SPY RUN STUDY AREA - C-180599-07

GROUND SERVICES, Estimate #17, Res. 328-80.	$ 2,176.00	0

Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Project: NORTH MAUMEE STUDY AREA - C180599-08

ROCCO FERRERA & CO., INC., Estimate #13, Res.330-80, Phase I.	38,571.89	0
JOHN DEHNER, INC., Estimate #11, Res. 330-80, Phase II.	693.00	0
JOHN DEHNER, INC., Estimate #10, Res. 335-80.	12,706.60	0

Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Project: JUNK DITCH STUDY AREA - C180599-09

WINZELER EXCAVATING, Estimate #10, Res. 341-80.	$35,863.14	0
WINZELER EXCAVATING, Estimate #11, Res. 342-80	26,105.21	0
NESS EXCAVATING, INC., Estimate #12, Res. 345-80.	51,912.62	0

NESS EXCAVATING, INC., Estimate #3, Res. 347-80.	$40,342.62	$4,482.52	Lincoln
WINZELER EXCAVATING, INC., Estimate #11, Res. 348-80.	27,360.73	0	
T & G EXCAVATING, INC., Estimate #7, Res. 349-80.	39,855.79	0	
WINZELER EXCAVATING, INC. Estimate #10, Res. 351-80.	59,043.31	0	

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

27. Received invoice from McVey-Midland Piping in the amount of $2,175.00 for Storm Sewer Castings for Street Eng. Department.

Approved and ordered paid from Account 402-128-129-01-4432, Purchase Order #A-17848.

28. Received Agreement for Sewer Extension between Richard Liechty and the City of Fort Wayne, Indiana, to construct a sanitary sewer in development to be known as Yardley Manor.

Approved.

Ordered sent to the Common Council

29. Received invoice #2 from Scheidleman Excavating in the amount of $1,581.12 for work performed on Idlewood Drive Sanitary Sewer, Res 353-81.

Approved and sent to City Utilities for payment from Sewer Utility Fund.

30. Received Sewer Improvement Resolution No. 363-82 from Sonar & Associates for damages due to the 1982 Flood Damage. DST NOS. 047122- terminal ponds; 047124-sludge lagoons, road & dike repairs; 047127-clean lagoon overflow channel; 044873-hazard mitigation-sludge lagoons levee improvement.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors July 23 and July 30, 1982.

Receive bids on Wednesday, August 11, 1982 at 9 a.m.

Ordered Sonar & Associates to prepare bid documents.

31. Received request from Water Engineering to advertise for Cook Road Industrial Investors, Inc. Water Main Extension.

Approved. Advertise Notice to Contractors July 23 & 30, 1982. Receive Bids on August 11, 1982

32. Received Resolution 359-82 from WPC Engineering for Cook Road Industrial Investors, Inc. for a Sanitary Sewer Extension.

Approved and adopted. A true copy is incorporated herein.
Advertise Notice to Contractors July 23 & 30, 1982.
Receive bids on Wednesday, August 11, 1982

ATTEST:

Sandra E. Kennedy
CLERK

Robert Anderson
BOARD OF PUBLIC WORKS

Wednesday, July 21, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

S. A Bailey, R. A. Staten, B. R. Collins
Sandra E. Kennedy, Clerk

S. A. Bailey, R. A. Staten, B. R. Collins,
Sandra E. Kennedy

1. Received driveway applications: — Approved and permits issued.

6028 Chadsford Dr.	Cletus Witmer
4751 Bowser	Frank Hamilton

2. Received private sidewalk applications: — Approved and permits issued.

3920 South Park	Ed Kessel
1420 Sinclair	Eight & M Const.

3. Received street cut applications: — Approved and permits issued.

3627 Abbott	NIPSCO
3519 Abbott	"
2922 Adams St.	"
2829 Adams St.	"
2919 Adams St.	"
3015 Adams St.	"
2717 Alexander	"
2930 Alexander	"
2717 Alexander	"
2416 Alma	C.U.
5821 Anthony S.	"
2538 S. Anthony	NIPSCO
2039 S. Anthony	"
319 W. Baker	"
Banner Dr.	"
2320 Birchwood	"
5020 Bluffton Dr.	"
1213 Boone St.	"
300 W. Berry	C.U.
1219 W. Berry	"
2726 Broadway	"
Calhoun & Darrow	"
816 S. Calhoun	NIPSCO
Calhoun At Columbia	C.U.
2015 Catalpa	"
2011 Cherokee	NIPSCO
2043-2045 Cherokee	C.U.
Clay & Madison	"
520 Clayton	"
701 S. Clinton	I & M
303 S. Clinton	C.U.
4511 Parnell	NIPSCO
4320 Coldwater Rd.	"
2145 Covington Rd.	C.U.
1232 E. Creighton	"
Creighton & S. Hanna	"
219 E. Creighton	NIPSCO
E. Creighton	"
6217 Decatur	"
2835 Devon Dr.	C.U.
2708 Dexter	NIPSCO
3012 Drexel	C.U.
1518 Eckart	NIPSCO
916 Eliza	"
808 Eliza	C.U.
2940 Euclid	NIPSCO
1307 Ewing	"
3320 Fairfield	Grewe Const.
4024 Fairfield	C.U.
Fairoak & Bluffton Rd.	"
Fairoak & Bluffton Rd.	"
2416 Fox	"
Fulton	NIPSCO

Greenlawn, State to	NIPSCO
Archer, Sherman to Courtland	
Harrison at Williams	"
Harrison at Washington	"
1106 Harrison	"
3817 Harrison	"
4816 Hatfield Rd.	"
521 Hawthorne	"
3500 Blk. Hessen Cassel	"
717 Hofer	"
820 Huestis	"
Inland Trail	"
Inland Trail S. of Frenchmans Crossing	G.T.E.
226 Jacob	NIPSCO
2530 Jefferds	"
100-200 blks. Jefferson	"
1213 W. Jefferson	"
1814 Kentucky	"
1406 Kitch	"
2522 S. Lafayette	"
802 Lavina St.	"
904 Madison	"
311 E. Main	"
1818 W. Main	J-G Water&Sewer
3601 Maumee	NIPSCO
Maumee	"
518 Mechanic	J-G Water &Sewer
Pettit & Old Mill Rd.	NIPSCO
2068 Phenie	"
3603 Plaza	"
2509 E. Pontiac	"
1121 E. Pontiac	"
819 E. Pontiac	C.U.
2722 Radcliffe	NIPSCO
926 E. Rudisill	"
800 W. Rudisill	"
507 Russell Ave.	Harold Henderson
4809 Salem Lane	C.U.
3418 Senate Ave.	"
2501 Sherman	NIPSCO
1718 Simon	"
2415 Smith	"
4325 Smith	"
1620 Sprunger Dr.	C.U.
State St.	G.T.E.
3812 State St.	Knoblauch Const.
1110 & 1330 Ventura Ln	C.U.
1516 Ventura Lane	"
1714 Ventura Lane	"
642 Wagner	NIPSCO
836 Walnut	"
Washington Blvd.	"
2208 Wayne Trace	"
Wayne Trace at Dubois	"
4464 Wayne Trace	Fritcha Constr.
1622 Wells	NIPSCO
427 E. Wildwood	"
2441 Winter	"
2441 Winter	Troy Wilson
4010 Arlington	NIPSCO
Creighton & Hanna	C.U.
2605 East Dr.	"
7217 Elzey	"
2805 Euclid	NIPSCO
1522 W. Fourth St.	"
3022 Glencairn	C.U.
1301 Grant Ave.	"
710 Hanover	"
Harrison & Williams	NIPSCO
517 Hayden	C.U.
High St.	Gen Tel Of IN
Hystone-Decatur Rd.	C.U.
2214 Kerryway Ct.	"
100 blk. W. Kellea	C.U.
425 Laselle	"
2512 Lillie	"
606 Marston Ct.	"

Maumee w/of driveway at Concordia Cemetary	C.U.
3508 McCormick	"
McKinley & Covington Rd.	"
Medical Pk. Dr.	Ft. Wayne Cablevision
1825 Meridian St.	C.U.
1803 S. Monroe	"
Morris & Convington Rd.	"
Oakmont Rd. & Cox Dr.	"
2324 Oliver St.	Martin Enterprises
Pemberton & Cody	"
1121 E. Pontiac	"
1810 Rosemont	"
1700 blk. St. Joseph Ctr. Rd.	"
2022 St. Marys	"
2930 Smith	"
1505 W. State	"
3812 E. State	NIPSCO
2526 South Wayne Ave.	C.U.
107 E. Superior St.	NIPSCO
458 E. Suttenfield	C.U.
805 Tillman Rd.	NIPSCO
1309 Union St.	C.U.
817 Wagner	"
326 E. Wayne	"
Wayne & Clay	"
1320 E. Wayne	"
4914 Webster	"
2707 Weisser Park	"
2709 Weisser Park	"
112 E. Wildwood	"
415 W. Williams	"
2317 Winch	"
2617 Holton	NIPSCO
3401 Lillie	"
2901 Plaza	"
2404 E. Pontiac	"
2706 West Dr.	"

4. Received the following requests for barricades: Approved and permits issued.

1. Master Riders, Jeanette Bergman, 1238 E. Washington, to barricade on July 31, 1982, from 10:00 a.m. to 10:00 p.m., Walters between Washington and Maumee Ave.
   PURPOSE: Block Party

2. NIPSCO, Betty Goff, 1501 Hale Ave, to barricade the entrance of alley on State, east of wells, on July 14, 1982 to July 30, 1982 from 8:00 a.m. to 4:00 p.m.
   PURPOSE: Running Mains

3. I & M Electric Co., Mr. Ray McGuire, 2101 Spy Run Ave, to barricade on July 19, 1982 thru July 30, 1982, twenty-four hours continuously, partially barricade the alley south of Main st. and E. of Clinton st.
   PURPOSE: Provide electrical service to Journal Gazette Bldg.

4. Sherry Brooks, 2810 Winter, to barricade on August 14, 1982, from 3:00 p.m. to 7:00 p.m., intersections of Winter and Pontiac and Winter and Colerick
   PURPOSE: Block Party

5. Suelzer Moving, Duane Wolf, 4325 Meyer Rd., to barricade 124 West Washington, Gaskins bldg, Curbside lane, on July 21, 1982, from 8:00 a.m. to 2:00 p.m.
   PURPOSE: Moving Concepts Unlimited out of Bldg.

6. Christine Feighner, 4730 Beaver Ave., on August 7, 1982, Raindate, August 8, 1982, from 3:00 p.m. to 9:00 p.m., intersections of Beaver and Sherwood, Beaver and Pettit, Maplegrove and Indiana
   PURPOSE: Southwood Neighborhood Block Party

7. Dorothy Russell, 2821 Drexel Ave., to barricade the intersections of Wayne Trace and Drexel, Adams and Drexel, Turpie and Drexel, Fruehauf and Drexel, on July 23, 1982, from 7:00 p.m. to 1:00 a.m.
   PURPOSE: Block Party

8. Tom Mensch, 2615 West Dr., to barricade on August 8, 1982, from 12:30 p.m. to 9:00 p.m. between 2515 West Dr. on southend and 2725 West Dr. on Northend
   PURPOSE: Block Party

9. Ben GiaQuinta, 1406 N. Calhoun, to barricade on Sunday , July 18, 1982, from 6:00 p.m. until 10:00 p.m., 1400 block N. Calhoun between 3rd and 4th (only half of the block barricaded - the ½ towards 4th)
PURPOSE: Block Party

10. NIPSCO, Betty Goff, 1501 Hale, to barricade Wildwood between Hoagland and Fairfield, on July 19 to July 30, 1982, from 8:00 a.m. to 4:00 p.m. thru the 30th.
PURPOSE: Running services down thru middle of street

11. Mr. Vern G. Hiscox, 334 East Berry St., to barricade July 15, 1982, from 9:00 a.m. to 5:00 p.m., 334 E. Berry St. curb and left lane (south side)
PURPOSE: Parking Moving Van

12. Professional Village Hair Design, Kim Yager, 6002 E. State Blvd., to barricade in front of Professional Village Hair Design Salon, on July 25, 1982 from 9:00 a.m. to 6:00 p.m.
PURPOSE: Cut-A-Thon, "Sound Alert System, Person on State Blvd. with fishbowl

13. Lincolnshire Community Association, Linda Churchward, 405 Southfair Cr., to barricade on July 25, 1982 from 12:30 p.m. to 5:00 p.m., Millside between Harrison to Fairfield
PURPOSE: Neighborhood Association Block Party

14. C. Clear, 902 Stuart, to barricade on August 21, 1982 from 7:00 a.m. to 10:00 p.m. Warren between Winch and Maumee
PURPOSE: Moose Picnic

15. Heldenbrand Construction, Jim Chestnut, to barricade State between Spyrun and Clinton, lane blockage, on July 14, 1982 from 8:00 a.m. to 9:00 a.m., address P.O. Box 647, Muncie, IN 47305
PURPOSE: Street Repair for NIPSCO

16. Heldenbrand Construction, Jim Chestnut, P.O. Box 647, Muncie, IN 47305, to barricade 2504 Lake, outside westbound lane, on July 14, 1982 from 8:00 a.m. to 9:00 a.m.
PURPOSE: Street repair for NIPSCO

17. Heldenbrand Construction, Jim Chestnut, P.O. Box 647, Muncie, IN 47305, to barricade on July 16, 1982 to July 22, 1982, around the clock, Friday thry Monday, West bound lane of Wildwood, North bound lane of South Wayne at intersection, Monday thru Thursday, East bound lane of Wildwood, South bound lane of South Wayne at intersection
PURPOSE: Street repair for NIPSCO

18. Kaye Steel, 2125 Oakley, to barricade on August 7, 1982 from 12:00 noon to 10:00 p.m. Oakley St corner of Poplar and Oakley to the alley on Oakley towards Walnut St.
PURPOSE: Block Party

19. Sue Turnpaugh, 4025 Buell Dr., to barricade on July 31. 1982, from 2:00 p.m. to 9:00 p.m. Alley between W. Foster Parkway and Branning Ave.
PURPOSE: Block Party

20. Donna Belch, 2108 Kensington Blvd., to barricade on July 18, 1982, from 2:00 p.m. to 12:00 a.m., State/Kensington (both ends) Forest/Kensington (both ends)
PURPOSE: Block Party

21. Dave Zelt, 723 Kinsmoor, to barricade Kinsmoor between S. Wayne and Indiana, on July 17, 1982 from 12:00 noon to 11:00 p.m.
PURPOSE: Block Party

22. Morthorst Builders, Harold Morthorst, 811 Old Farm Circle, to barricade 604 W. Wayne-sidewalk, on July 12 thru July 16, 1982 around the clock
PURPOSE: Removing meters to replace sidewalk

23. Charleston Auctioneers, 5936 E. State Blvd., to barricade on July 9, 1982 to July 10, 1982, from 6:00 p.m. to 6:00 p.m., alley between Lafayette and Barr (behind Holiday Inn)
PURPOSE: Car Auction - Festival Event

24. Perfection Biscuit, John Sonnigsen, 350 Pearl St., to barricade Old Ewing Rd. from Pearl St. to North Terminus, on July 10 to July 19, 1982, from 8:00 a.m. to 12:00 midnight
PURPOSE: Keep pedestrians safe while trucks are running to and from business during the Three Rivers Festival

25. CMS Roofing, Inc. Bradley Miller, P.O. Box 5380, 46895, to barricade on July 8, 1982 to July 13, 1982 from 6:00 a.m. all day, In front of News Sentinel on Main St.
PURPOSE: Re-roofing the News-Sentinel Buldg. to block sidewalk only

26. Schenkel & Scheele Inc., John Scheele, 220 E. Wallace, to barricade on July 12, 1982 for approximately 2 weeks, at all times, alley between Nevada & Brook Running East off West off N. Clinton
PURPOSE: To place Dumpster

26. Heldenbrand Construction, Jim Chestnut, P.O. Box 647, Muncie, IN 47305, to barricade 4th and Clinton-NW corner of intersection-curb lane on Clinton, on July 19, 1982 from 8:00 a.m. to 9:00 a.m.
PURPOSE: Street repair for NIPSCO

28. Grace United Church of Christ, Ms. Ann Colwell, 4120 South Webster, to barricade on August 28, 1982, from 2:00 p.m. to 8:30 p.m., Webster from Branning to Lexington
PURPOSE: Ice Cream Social for the Church

29. Jay Snyder, 650 Greenlawn Ave., to barricade Greenlawn between Hensch and Meridian, on July 25, 1982 from 1:00 p.m. to 5:00 p.m.
PURPOSE: Block Party

30. Fort Wayne Street Rod Association, Dennis Schebig, P.O. Box 11561, to barricade on July 31, 1982 from 5:00 p.m. to 6:30 p.m. Johnny Appleseed Park
PURPOSE: Event in the Muddy River Run

31. Timonthy Alan Walchle, 604 West Washington Blvd. Apt. #3, to barricade every Sunday from July 25, 1982 to August 29, 1982 from 5:00 p.m. to 11:00 p.m. two parking spaces in Freimann Park Square
PURPOSE: To set up trailer for selling "crispy dogs"

32. Schust Shirley Co., Neal Buell, 2520 Charleston Place, P.O. Box 8240, 46898, to barricade July 19, 1982 to July 23, 1982 all day, 822 S. Calhoun, Alley runs east of Calhoun, West of Harrison
PURPOSE: Roofing

33. Ground Services Inc., 8400 Leo Rd., to barricade on July 26, 1982 to August 5, 1982, fromW. State between Hillegas and W. State Ct., 24 hours
PURPOSE: Install Sewer, Res 328-80

5. Received the following requests for parade permits: — Approved and permits issued.

1. Grace United Church of Christ, Ann Colwell, 4120 S. Webster, for August 28, 1982 from 2:00 p.m. to 3:00 p.m. from Lexington and Webster to Branning, Branning to Calhoun, back to Lexington and Webster
PURPOSE: Ice Cream Social

6. Received petition for street lighting on Princeton Ave. — Approved and ordered Street Lighting Engineering Department to investigate and report.

7. Received a petition for street lighting on Northcrest and Stuart. — Approved and ordered Street Lighting Engineering Department to investigate and report.

8. Received a petition for installation of curbing on the south side of West Foster Parkway next to 4004 Indiana Ave. — Approved and ordered Street Engineering Department to investigate and report. Board Order Number 121-1982 issued.

9. Received invoice #2 from Dailey Asphalt in the amount of $20,976.14 for work performed on Resolution 5918-81, 1981 resurfacing. — Approved and ordered payment be made from LR&S Funds.

10. Received invoice #862 from Harding, Dahm & Company in the amount of $1,150.00 covering appraisal fees in conjunction with State Street widening project. — Approved and ordered payment to be made from LRS account.

11. Received invoice #265 from Brooks Construction in the amount of $33,119.19 for work performed on Resolution 5926-82, West Jefferson and Main Streets Intersection. — Approved and ordered payment to be made from LRS Account.

12. Received invoice from Hipskind Concrete in the amount of $3,051.03 covering retainage withheld on Resolution 5916-81, LaRez, Phase IV-8.	Approved and ordered Community Development & Planning to pay invoice.
13. Received Change Order #3 from 8rooks Construction for Resolution 314-80, Phase I, St. Joe Study Area, increasing the original amount of contract by $36,295.00.	Approved. Ordered sent to the Common Council on Tuesday, August 10, 1982 at 8 p.m.
14. Received recommendation from WPC Engineering Department to accept Sanitary Sewer - Washington Center Road Off-Site - Signature Inn as a integral part of the city's sanitary sewer system.	Approved and ordered Acceptance Letter written.
15. Contract with Scheidleman Excavating, Inc. and the city of Fort Wayne for Resolution 1027-82 for the construction of a water main on Edwards Street.	Approved and ordered sent to the Common Council on Tuesday, August 24, 1982 at 8 p.m. Due to the urgency of the problems experienced by the residents on Edwards Street, the 8oard of Public Works declared this to be an Emergency and ordered contractor to begin work immediately.
16. Received recommendation from WPC Engineering that Golden Years, Phase 18 Sanitary Sewer be accepted as an integral part of the city's sanitary sewer system.	Approved and ordered Acceptance Letter written.
17. Received an Agreement between City of Fort Wayne and Howard Martin, Inc. to apply oversizing sewer costs demanded by City to be applied as a credit to the developer's area connection fees.	Approved and sent to Water Pollution Control Engineering Department for handling. A true copy incorporated herein.
18. Received Sewer Construction Permit from Fort Wayne Metal Products for the construction of a sanitary sewer.	Approved and Special Sewer Permit issued. Sent to WPC for handling. Board Order Number 122-1982.
19. Received Agreement between City and Fort Wayne Metals Research Products whereby a sanitary sewer will be deepened by the owner and extended as the request of the city, in lieu of the area connection fees.	Approved and sent to Water Pollution Control Engineering Department for handling. A true copy incorporated herein.
20. RESOLUTION 72-46-20 Received resolution from Water Pollution Control Engineering requesting Sewer Resolutions 321-80, 326-80, and 340-80 be exempt from the tap-in provisions in Resolution 71-146-10, and that they be exempt from the tap-in fee provided for within the respective sewer resolution.	Approved and adopted. A true copy incorporated herein.
21. Received request from Water Engineering to issue board order numbers for Oxford Street Connection and Cook Road Feeder Main.	Approved. 8oard Order No. 118-82 issued for Oxford Street Connection. 8oard Order No. 119-82 issued for Cook Road Feeder Main.

22. Received request from Indiana Franklin Reality to file a petition to vacate an alley and request permission to change the grade of the west 120 feet of alley, pending formal disposition of the Petition to Vacate.

Approved and adopted.

A true copy incorporated herein.

23. RECEIVE 8IDS:

Attic Insulation
(300 central city residential units)
Contract #A1-1-82

MOMPER INSTULATION - .04 to .06 per sq. ft.

Award contract on Wednesday, July 28, 1982 at 9:00 a.m.

AWARD CONTRACTS:

24. Received tabulation and recommendation prepared by Street Lighting Engineering Department for Resolution 157-82, Street Lighting on Arrow Drive from Engle Road to its southern terminus.

Award contract to T & F Construction Corporation of Indiana for the unit prices as indicated in the bid proposal not to exceed $5,580.00 subject to councilmanic approval. Ordered Street Light Eng. to prepare contract.

25. Received tabulation and recommendation prepared by Street Lighting Engineering Department for Street Lighting Resolution 160-82 for maintenance and construction on the municipally owned street lighting system of the city.

Award contract to T & F Construction Corporation of Indiana for unit prices indicated in bid proposal subject to councilmanic approval. Ordered Street Lighting Engineering to prepare contract.

26. Received tabulation and recommendation prepared by Street ENgineering for Resolution 5932-82, La Rez Neighborhood Phase V, for constructing curbs and sidewalks.

Award contract to Hipskind Concrete in the amount of $30,754.25 subject to councilmanic approval.
Ordered Street Engineering to prepare contract.

27. Received tabulation and recommendation prepared by Street Engineering Department for Resolution 5939-82 Resurfacing and Restoring pavement on Taylor and Covington Road.

Award contract to Wayne Asphalt at and for their bid in the amount of $136,644.00 subject to councilmanic approval. Ordered Street Engineering to prepare contract.

28. Received tabulation and recommendation prepared by Street Engineering Department for 5940-82, 1982 Flood Damage Control, Harrison, Sherman and Herman area.

Award contract to Rieth-Riley at and for their bid in the amount of $15,608.95 subject to councilmanic approval. Ordered Street Engineering to prepare contract.

29. Received tabulation and recommendation prepared by Street Engineering Department on Resolution 5941-82, Repair Flood Damage in the Northside Drive. Oswego, 8altes, and Griswold Drive areas.

Award contract to Moellering Construction at and for their bid in the amount of $10,579.95 subject to councilmanic approval. Ordered Street Engineering to prepare contract.

30. Received tabulation and recommendation prepared by Street Engineering Department on Resolution 5942-82, repair 1982 Flood Damage in the Dwenger Avenue area.

Award contract to Brooks Construction at and for their bid in the amount of $46,534.14 subject to councilmanic approval. Ordered Street Engineering Department to prepare contract.

31. Received tabulation and recommendation prepared by Street Engineering Department on Resolution 5943-82, 1982 Flood Repair Permberton Dike Area.

Award contract to Hipskind Concrete at and for their bid in the amount of $52,079.90 subject to councilmanic approval. Ordered Street Engineering to prepare contract.

32. Received tabulation and recommendation prepared by 8onar & Associates for Sewer Resolution 362-82, Group 2.

Award contract to Land Excavating at and for their bid in the amount of $198,868.75 subject to councilmanic approval. Ordered 8onar and & Associates to prepare contract.

July 21, 1982 meeting adjourned
at 10:15 a.m.

Robert Anderson

Betty R. Collins

ATTEST:

Sandra E. Kennedy

Thursday, July 22, 1982

Department of Public Works
Office of the Board
Room 910- City-County Building
Meeting held at 9:00 a.m.

S.A. BAILEY, B.R. COLLINS,
R.A. STATEN
Sandra E. Kennedy, Clerk — Present

1. RECEIVE BIDS:

Award contract on Wednesday, July 28, 1982 at 9 a.m.

Resolution 5944-82 for resurfacing and restoring pavement as designated on fifteen streets known as Oxford Neighborhood, Phase VII.

L. W. DAILEY	No alt. $135,712.30
JOHN DEHNER, INC	47,067.85 alt. $107,439.75
HIPSKIND CONSTR.	51,442.60 alt. $119,259.80
RIETH-RILEY	49,868.35 $114,751.45
T & F CONSTR.	51,736.15 alt. $118,238.60

2. Resolution 5934-82 for constructing curbs and sidewalks where needed on several streets in the area known as Oxford Neighborhood, Phase VII.

Award contract on Wednesday, July 28, 1982 at 9 a.m.

BROOKS CONSTR.	$199,083.34
DAILEY ASPHALT	202,849.00
MOELLERING CONSTR.	224,734.33
RIETH-RILEY	253,150.25
WAYNE ASPHALT	196,655.30

3. HEARING ON CONFIRMATION:

Continued to Thursday, August 5, 1982, at 3:30 p.m.

Time up to remonstrance Monday, August 2, 1982, at 5 p.m.

Street Lighting Resolution No. 161-82 for the removal of the old street lights and replacing with new lighting on California Avenue from Lake Avenue to State Street.

ATTEST:
Sandra E. Kennedy
Clerk

Robert Anderson
Betty R. Collins
BOARD OF PUBLIC WORKS

WEDNESDAY, JULY 28, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting Held at 9:00 a.m.

S.A.Bailey, B.R.Collins, R.A.Staten,
S.E.Kennedy, Clerk

All Present - Bailey, Collins, Staten and Kennedy

AWARD CONTRACTS:

1. Received tabulation and recommendation prepared by the Department of Housing and Urban Development for Contract A1-1-B2 for Attic Insulation.

Contract awarded to Momper.

2. Received tabulation and recommendation prepared by Street Engineering for Resolution 5934-82 for Curbs and Sidewalks, Oxford Neighborhood, Phase VII.

Contract awarded to John Dehner, Inc. at and for their bid in the amount of $47,067.85 subject to councilmanic approval.

Ordered Street Engineering to prepare contrct.

3. Received tabulation and recommendation prepared by Street Engineering for Resolution 5944-82, Street Resurfacing for Lindenwood, Portage Blvd., Branning Ave., Lesington Ave., N. Cornell Circle, Radial Lane, S. Seminole Circle, N. Seminole Circle, S. Cornell Circle, Pasadena Drive, Maxine Drive., W. Foster Parkway, Hoagland Ave., and Webster St.

Contract awarded to Wayne Asphalt & Construction Co., Inc. at and for their bid in the amount $196,665.30 subject to councilmanic approval.

Ordered Street Engineering to prepare contract.

4. Received the following driveway applications:

2334 Eastbrook	Holliday Const.
1124 S. Calhoun	John Dehner, Inc.
1124 S. Clinton	John Dehner, Inc.
3217 Lake Ave.	T. A. Shroyer
1110 Permberton	Jaurequi & Sons

Approved and permits issued.

5. Received the following sidewalk applications:

1213 St. Marys Ave.	D.J.Bandenberger
1115 Pemberton	Rousel Concrete
3916 Meda Pass	Wayne Johnson Const.
2012 Broadway	Rowlett

Approved and permits issued.

6. Received street cut applications:

2324 N. Anthony	Golden Rule
1909 Chantada Ln.	C.U.
1820 Chantada Ln.	"
7B37 Chinchilla Ln.	"
7B45 Chinchilla Ln.	"
7905 Chinchilla Ln.	"
7911 Chinchilla Ln.	"
7935 Chinchilla Ln.	"
7821 Chinchilla Ln.	"
7829 Chinchilla Ln.	"
7921 Chinchilla Ln.	"
7929 Chinchilla Ln.	"
7945 Chinchilla Ln.	"
7935 Chinchilla Ln.	"
8005 Chinchilla Ln.	"

Approved and permits issued.

6. cont.

2600 Dwenger Ave.	Shambaugh
2718 Evans	Nipsco
Fillmore&Taylor	C.U.
1030 Franklin Ave.	Nipsco
4407 S. Lafayette	Golden Rule
Leesburg Rd.	C.U.
Main&Lafayette	C.U.
1812 Mary St.	C.U.
McMillen Pk.	KoehlingerKruse
Memorial Pk.	"
333 E. Paulding Rd.	C.U.
3923 E. Rudisill	Nipsco
2301 St.Mary's	"
2529 Springfield	C.U.
2221 E. State	"
E.State/Randalia	"
306 E. Woodland	Nipsco
819 Putman	"
State(Cass&Wells)	"
424 Southview	"

7. Received petition for street lighting on Fillmore Street.

Approved and ordered Street Lighting Engineering Department to investigate and report.

8. Received petition for a street light at 4833 South Park and an alley light in the rear of 4833 South Park.

Approved and ordered Street Lighting Engineering to investigate and report.

9. Received petition for street lighting in the 400 block of Florence Ave. at the alley.

Approved and ordered Street Lighting Engineering Department to investigate and report.

10. Received petition for street lighting on Hillside Avenue from Sallie to Delaware.

Approved and ordered Street Lighting Engineering to investigate and report.

11. Received Resolution 5947-82, Asphalt Resurfacing on Coldwater Road, St. Joe Road and Coliseum Blvd. South.

Approved and Adopted. A true copy is herein incorporated.
Advertise Notice to Contractors on July 30, 1982 and August 6, 1982.
Receive bids on Monday, August 16, 1982 at 9:00 a.m.
Ordered Street Engineering Department to prepare bid documents.

12. Received request from Street Engineering Department that a Purchase Order be issued to Hipskind Concrete in the amount of $4,45S.00 for their low bid on 8 miscellaneous repair projects.

Approved. P.O. Number will be requested from the Department of Purchases in the amount of $4,455.00 to Hipskind Concrete to be paid from MVH Fund 128 972 STPR 4431.

13. Received invoice from Hipskind Concrete in the amount of $23,989.91 for work performed on Resolution 5923-81, Northwest Central, Phase V-B.

Approved and ordered Community Development to pay invoice.

14. Received invoice from Robert L. Kelley in the amount of $940.00 for appraising, inspecting, photographing and making reports to Board of Public Works in the Abandoned Vehicle Program.

Approved and ordered paid out of the Abandoned Vehicle Fund.

15.	Received invoice from Hipskind Concrete in the amount of $1,109.75 for retainage withheld on Resolution 5925-81, LaRez Neighborhood, Phase IV-C.	Approved and ordered Community Oevelopment & Planning to pay invoice.
16.	Received recommendation from Water Pollution Control Engineering Oepartment that Corporate Hangar, Sanitary Sewer Extension at 8aer Field be accepted as an integral part of the City's sanitary sewer system.	Approved and ordered acceptance letter be written.
17.	Received Change Order #3 from John Hartman Construction for Resolution 338-80, North Maumee Study Area increasing original price of contract by $27,575.00.	Approved and ordered sent to Common Council on Tuesday, August 24, 1982 at 8 p.m.
18.	Received request from Richard Ness Excavating for reduction of retainage on Resolution 345-80 Junk Oitch Study Area, releasing $10,773.45 leaving $19,609.77 in Escrow Account.	Approved.
19.	Received Amended Agreement for Sewer Extension, Association for Retarded Citizens of Allen County, to correct an error made in the formulation of reimbursement charge against assessed area.	Approved and sent to WPC Engineering for handling. A true copy herein incorporated.
20.	Received request from Board of Commissioners of the County of Allen to terminate lease with the City of Fort Wayne concerning property located at 308 East 8erry Street.	Accepted. On file in the Board of Public Works attached with the lease.
21.	Received contract with Land Excavating, Inc. and the City of Fort Wayne for Resolution 362-82, Group 2 Sewer Repairs, DSR's 047091, 047072, 044760, 047099, 047158, 047082, 041988, 047071, and 047024.	Approved and ordered sent to Council on Tuesday, August 24, 1982.
22.	Received Resolution 72-52-22 requesting vacation of portions of Lot 1 and 23 and the East 38' of Lot 22 and the East 40' of Lot 2 of Oevonshire Subdivision.	Approved.
23.	Received Resolution 72-52-23 requesting vacation of a public alley adjacent to Lots 106, 107, 108, 109, 112, 113, 116, 117, 118, and 119 in Samuel Hanna's First Addition to the City of Fort Wayne	Approved.
24.	Received payment estimate #7 from Hagerman-Shambaugh for work performed on AWT- C-180744-03 in the amount of $710,987.40 with Escrow in the amount of $78,998.60 to Lincoln National 8ank.	Approved and ordered City Utilities to pay the amount of $710,987.40 to Hagerman-Shambaugh, Joint 8idders. Also ordered the amount of $78,998.60 paid to Escrow Account of Hagerman-Shambaugh at Lincoln National 8ank. Payments are to be made from the Water Utility.
25.	Received memo from Water Pollution Control Engineering regarding a Petition for storm drainage on Abbott Street between Oxford and Rudisill.	Not approved. No funds available.

26. Received request from Water Engineering Department to complete final plans and specifications on Cook Road Feeder Main for an estimate cost of $50,200.00.	Approved and Ordered Water Engineering Department to prepare final plans and specifications.
27. Received Resolution 5948-82, 1982 Resurfacing covering portions of 32 streets in the 6th Councilmanic District.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors on July 30, 1982 and August 6, 1982. Receive bids on Monday, August 16, 1982 at 9:00 a.m.
28. Received an Agreement between City Utilities and Robert L. Thompson, Jr., whereby Mr. Thompson will represent City Utilities as its special counsel in the proceedings before the Public Service Commission in Cause No. 36906 - Waterworks Revenue Bonds and New Schedule of Water Rates and Charges.	Approved. A true copy herein incorporated.
29. Received Addendum and duplicate Agreement for Special Attorney Services that was signed and entered into in December of 1981. The original Agreement has been misplaced. Therefore, this addendum is for the purpose of acknowledging and recognizing the execution of the contract between City Utilities and Robert L. Thompson, Jr. in December of 1981, to represent City Utilities in regard to the petition filed with the Public Service Commission by Indiana & Michigan Electric Company requesting a general rate increase.	Approved. A true copy herein incorporated.

July 28, 1982 Meeting adjourned at 10:30 a.m.

Robert Anderson

Barry R. Collins

ATTEST:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk to the Board

Thursday, July 29, 1982

Department of Public Works
Office of the Board
Room 910, City-County 8uilding
Meeting held at 9:00 a.m.

S.A.8ailey, B.R.Collins, R.A.Staten and S.E.Kennedy, Clerk — Present

1. RECEIVE 8IDS:

Resolution 5945-82
Resurfacing & Restoring Pavement

8rooks Construction	$161,701.98
Dailey Asphalt	167,707.15
LICA Construction	-
Moellering Construction	177,931.35
Rieth-Riely Construction	199,737.32
Wayne Asphalt	152,600.84

Engineering Est. - $228,054.50

Award contract on Wednesday, August 4, 1982 at 9:00 a.m.

Referred to Street Engineering Department to tabulate and report.

July 29, 1982 Meeting adjourned at 9:20 a.m.

Robert Anderson

Barry R. Collins

Attest: Sandra E. Kennedy
Sandra E. Kennedy, Clerk

August 4, 1982

Department of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins, and S.E.Kennedy. — Present

1. Award Contract

Received tabulation and recommendation prepared by Street Engineering Department for Resolution 5945-82, Resurfacing and restoring pavement.

Contract awarded to Wayne Asphalt & Construction Co. at and for their bid in the amount of $152,600.84 subject to Councilmanic approval.

Ordered Street Engineering Department to prepare contract.

2. Received the following driveway applications:

2441 Winter St.	Fernando Moreno Co.
2441 Winter St.	"
1702 Melrose	Duane 8arth
3227 Charlotte	Burns Gen. Contractor
4412 Willard Dr. Lot #28	Kirk Scheeler Const.
3025 Inwood Dr.	Kirk Scheeler Const.
801 E. Tillman	Lehman & Sons, Inc.

Approved and permits issued.

3. Received petition for a street light in the 6200 block of Orchard Lane.

Approved and ordered Street Lighting Engineering Department to investigate and report.

4. Received petition for a street light in the middle of the 3500 block of Weisser Park Ave.

Approved and ordered Street Lighting Engineering Department to investigate and report.

5. Received the following sidewalk applications:

800 blk.Calhoun	Indiana Const. Corp.
3920 Meda Pass	Wayne Johnson Const.
1702 Melrose	Duane 8arth

6. Received Sewer Construction Permit for Cardinal Industries for construction of a sanitary sewer at Montrose Square Apartments, Evard Road Sanitary Sewer Extension, to be done by Don Porter Construction.

Approved and Special Sewer Permit issued. Sent to Water Pollution Control Engineering for handling.

8oard Order #124-82 issued.

7. Received invoice no. 7307, Contract 77-W-2, in the amount of $3,834.76 from McNamee Porter & Seeley for resident engineering for Water Works Improvement.

Approved and ordered City Utilities to pay invoice.

8. Received invoice #13 in the amount of $7,348.70 from Clyde E. Willimas, consultant on the 8ypass Signal Interconnect Project.

Approved and ordered paid from L.R.&S. account #402 138 338 11 4431.

9. Received invoice #1 in the amount of $62,460.95 from Dailey Asphalt for work done on Resolution 5936-82, Resurfacing. Retainage withheld in the amount of $6,940.10.	Approved and ordered paid from account #1 28 972 STPR 4431.
10. Received Improvement Resolution #5949-82 1982 Asphalt Resurfacing, 16 streets in the 5th Councilmanic District.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on August 6 and August 13, 1982. Received bids on Monday, August 23, 1982 at 9:00 a.m. Ordered Street Engineering to prepare bid documents.
11. Received Sewer Construction Permit for the Huguenard Corporation for the construction of a sanitary sewerat Congressional Industrial Park, Phase I, to be done by Geiger Development Co., Inc.	Approved and Special Permit issued. Sent to Water Pollution Control Engineering for handling. Board Order #128-82 issued.
12. Received final invoice in the amount of $4,921.61 from T - G Excavating for work done on contract 81-XP-2, McArthur - Indianapolis Road Feeder Main.	Approved and ordered City Utilities pay invoice out of the Water Utility Fund.
13. Received Change Order #1 and Final for water main on McArthur-Indianapolis Road increasing original contract in the amount of $648.69.	Approved and ordered sent to Common Council
14. Received contract with Rieth-Riley Construction, Resolution 5927-82 for constructing curbs and sidewalks in Northwest Central Neighborhood, Phase VI. (CC&P Project)	Approved and ordered sent to Common Council
15. Received contract with Rieth-Riley Construction, Resolution 5933-82 for constructing sidewalks in Hanna-Creighton Neighborhood, Phase VI. (CD&P Project)	Approved and ordered sent to Common Council
16. Received contract with T & F Construction Corp. of Indiana, Resolution 160-82, maintenance for the street lighting system.	Approved and ordered sent to Common Council
17. Received contract with T & F Construction Corp. of Indiana, Resolution 157-82, street lighting on Arrow Drive, Engle Road to its southern terminus.	Approved and ordered sent to Common Council
18. Received Street Light Orders #4978,4933, and 4980.	Approved and returned to Street Lighting Engineering for handling.
19. Received Change Order #1 for Resolution 5926-82, Jefferson and Main Street traffic channelization, increasing original contract price by $3,718.08.	Approved and ordered sent to Common Council

20. Received an agreement from Traffic Engineering between the City of Fort Wayne and Rothert, Inc. d/b/a OuJour Restaurant which will hold the city harmless from any loss, liability, or expense from the operation of a sidewalk restaurant.	Approved.

8-4-82 Meeting adjourned at 10:15 a.m.

S.A.Bailey

Robert Anderson

B.R.Collins

ATTEST:

Sandra E Kennedy

THURSDAY, AUGUST 5, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Hearing held at 3:30 p.m.

S.A.Bailey, R.A.Staten, B.R.Collins S.E.Kennedy.	Present
1. Resolution 161-82, California Ave. the remonstrance contained 90 signatures out of a possible 146 for 61.64%.	All action on Resolution 161-82 is rescinded.

Meeting adjourned at 3:45 p.m.

S.A.Bailey

Robert Anderson

B.R.Collins

ATTEST: Sandra E Kennedy

AUGUST 11, 1982

Oepartment of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins, and S.E.Kennedy. — Present

RECEIVE 8IOS:

1. Water Contract 82-XP-3
Cook Road Water Main Extension — Award contract on Wednesday, August 18, 1982

All Star Construction	$116,099.21
Bercot, Inc.	126,671.00
Brooks Construction	118,074.25
Butler & Butler	174,400.00
John Oehner	137,429.00
Earth Construction	110,44S.00
Lengacher	118,904.00
Richard Ness Excavating	132,117.90
T-G Excavating	117,9S7.00
Weitzel Construction	137,551.75

2. Resolution 3S9-82
Cook Road Sanitary Sewer Extension — Award contract on Wednesday, August 18, 1982

Bercot, Inc.	$46,100.00
L. W. Oailey	50,414.00
John Oehner	66,298.00
Earth Construction	36,000.00
Ground Services	S3,425.00
Land Excavating	64,406.00
Richard Ness	S7,865.60
T-G Excavating	57,86S.60
Weitzel Construction	S1,878.00

3. Resolution 363-82
Terminal Ponds and Sludge Lagoons — Award contract on Wednesday, August 18, 1982

John Oehner	$686,466.75
Land Excavating	438,323.95
T-G Excavating	360,58S.83

RECEIVE BIDS:

4. Resolution 365-82
1200 Block Barr Street - 12" Storm Sewer

Award contract on Wednesday, August 18, 1982.

All Star Construction	$7,387.00
Bercot, Inc.	9,240.00
John Dehner	6,940.00
Earth Construction	5,790.00
Land Excavating	9,769.00
Richard Ness Excavating	13,492.90
T-G Excavating	9,871.70

5. Received the following driveway applications:

Approved and permits issued.

2627 E. Maple Grove	Geo. Kohlmeier
1122 Pemberton	P. Hipskin Conc.
2027 Kentucky	P. Hipskin Conc.
801 E. Tillman Road	C.A.Lehman & Sons
1652 Fairhill	R. Houser Contr.
1118 Pemberton	p. Hipskin Conc.

6. Received the following street cuts:

Approved and permits issued.

2205 Alabama	Golden Rule
S.E. corner of Anthony & Luther	City Utilities
Behind 7421-45 Beaty	NIPSCO
Boltz, Colerick, Leith, Lafayette, Warsaw, Monroe, and Hanna	"
2315 Broadway	Roto Rooter
2607 Broadway	Troy Wilson
Edwards St.	Water Utility
1812 Fairfield	J&G Water-Sewer
N.W.Glazier&Parnell	City Utilities
808 E. Hawthorn	
Home Ave.	NIPSCO
1441 E. Lewis	Griffen Enterprises
Monroe at Rudisill	City Utilities
4219 Plana Drive	
535 E. Pontiac	
Rudisill & Avondale	
2319 Sandpoint Road	NIPSCO
6424 St. Joe Rd.	J.M.Long& Co.
242 W. Washington Center Road	Cox Cable
308 W. Williams	City Utilities
1217 Clark St.	NIPSCO
444 Fairmont	
528 Fairmont	
1915 S. Harrison	
940 Hugh	
1005 Huestis	
631 Third Street	
1512 Wells Street	
833 Aurora Knoll Ln.	
6611 Bluffton Road	
3230 S. Clinton	
426 E. Creighton	
6906 Elzey	
1919 Ida Ave.	

6. Street cuts continued:

2244 S. Clinton	City Utilities
Dale Drive	WPC Engineering
2317 Dunkelberg Road	City Utilities
624 Elnora Drive	
John & Buchanan	
602 LaSalle	Martin Enterprises
607 LaSalle	
1717 W. Main	NIPSCO
1414 Maumee	Martin Enterprises
3500 blk. Monogene	City Utilities
Monroe between Masterson & Wallace	
6126 Oakmont Road	
6502 Old Trail Road	
608 Poplar	
3923 E. Rudisill	NIPSCO
3216 Schele	City Utilities
Tennessee&St.Joe8lvd.	NIPSCO
1211 W. Washington	Martin Enterprises
214 E. Wildwood	
313 W. Washington	J&G Water Disconnect
E.Wildwood at Wildmere	Water Utility
2630 S. Anthony 8lvd.	NIPSCO
562 E. Dewald	
633 W. Dewald	
440 Eckart	
Geneva & Ardmore	
Harrison & Williams	
1406 Kitch	
518 Mechanic	
1202 Scott	
2722 Taylor	
1641 E. Washington	
306 E. Woodland	

7. Received the following sidewalk applications:

Approved and permits issued.

2027 Kentucky	Pat Hipskin Concrete
1056 Kentucky	
3700 E. Pontiac	Bob Houser
1652 Fairhill	
612 Greenlawn	
1120 Crescent	
1905 Crescent	
1909 Crescent	

8. Received petition for sidewalk replacement at 2026 Brown Street.

Approved and ordered Street Engineering Department to investigate and report. 8oard Order 132-82 issued.

9. Received petition for street light on Catherine Ave. between Parkhill & Allen.

Approved and ordered Street Lighting Engineering Department to investigate and report.

10. Received petition for alley light in the rear of 2106 Morris.

Approved and ordered Street Lighting Engineering Department to investigate and report.

11. Received Resolution 5946-82, West Central Phase VII, curbs and sidewalks in the West Central Neighborhood (CD&P)

Approved and adopted. A true copy is herein incorporated.
Advertise Notice to Contractors on August 13, 1982 and August 20, 1982.
Received bids on Wednesday, September 1, 1982 at 9 a.m.
Ordered Street Engineering to prepare bid documents.

12. Received invoice from T-G Excavating in the amount of $1,440.00 with $160.00 withheld for retainage. OSR 041997 Foster Park Headwall Repair.	Approved and ordered invoice to be paid by City Utilities on W.O. 40049.
13. Received invoice from T-G Excavating in the amount of $25,059.60 for work performed on Resolution 357-82, Berry-Begue, OSR 047070.	Approved and orderd invoice to be paid by City Utilities under Work Order 79034.
14. Received invoice #47 from HNT&B in the amount of $16,576.67 for professional engineering services on WPC Plant Expansion - AWT - C-180774-03.	Approved and ordered invoice to be paid from the Water Pollution Control Utility Fund.
15. Received plans and specifications on Cook Road Feeder Main - 82-XP-4.	Approved. Advertise Notice to Contractors on August 13, 1982 and August 20, 1982. Receive bids on Wednesday, September 1, 1982 at 9:00 a.m. Ordered Water Engineering Department to prepare bid documents.
16. Received recommendation from WPC Engineering that McDonalds Storm Sewer Extension be accepted as an integral part of the City's Sewer System.	Approved and ordered Acceptance Letter written.
17. Received partial payment #35 from Hagerman-Shambaugh in the amount of $42,666.00 for Water Works Improvements at the Filtration Plant, Contract 77-W-2. Also, release of $25,000 from Escrow Account.	Approved and ordered City Utilities to pay invoice #35 (final amount due on the contract) from the Water Utility Fund. Payment of $25,000 authorized from the Escrow Account from the Fort Wayne National Bank.
18. Received invoice from McNamee Porter & Seeley in the amount of $1,106.34 for engineering services for Water Works Improvements, Contract 77-W-2.	Approved and ordered City Utilities to pay invoice #52 from the Water Utility Fund.
19. Received invoice from Bailey Asphalt in the amount of $16,465.18 for work done on Resolution 5937-82, Resurfacing on Reed, Vance and Kirkfield.	Approved and ordered invoice to be paid from LR&S Funds. (Account #138 972 0027 4431)
20. Received invoice from Brooks Construction in the amount of $25,743.28 for work on Resolution 5926-82, West Jefferson and West Main Intersection.	Approved and ordered invoice to be paid from LR&S Funds. (Account #138 972 0024 4431)
21. Received invoice from Scheidleman Excavating in the amount of $18,429.33 for work done on Baxter - Richardsville Sanitary Sewer. Retainage of $969.97 to be withheld until final restoration is complete.	Approved and ordered payment from the Sewer Utility Fund of City Utilities.
22. Received Improvement Resolution 5951-82 1982 Resurfacing of First Councilmanic District.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors on August 13, 1982 and August 20, 1982. Receive bids on Monday, August 30, 1982 at 9:00 a.m. Ordered Street Engineering Department to prepare bid documents.

23. Received invoice from John Dehner, Inc. in the amount of $135,250.00 for Emergency Sewer Resolution 71-225-25, Dwenger Avenue.	Approved and ordered City Utilities to pay invoice under W.O. 79045, P.O. A-16818.
24. Received specifications for DSR 044829 and DSR 044830 - due to the severity of the damaged areas WPC Engineering recommends Invitational Bids.	Approved. Receive bids on Friday, August 13, 1982 at 11:00 a.m.
25. Received Agreement between City and the Fort Wayne Park Board for the right of access along the river and across the Water Filtration Plant property.	Approved and a true copy herein incorporated.
26. Received Agreement for Engineering Services on AWT Project with Clark Dietz Engineers with payments not to exceed $42,500.00.	Approved and ordered sent to Common Council for their approval.
27. Received Change Order #2, Water Pollution Control Plant, AWT, C-180774-03 - a net deduction of $6,750.25.	Approved and ordered sent to Common Council for their approval.
28. Received Sewer Improvement Resolution 372-82, Group 7 Sewer Repairs.	Approved and adopted. A True copy herein incorporated. Advertise Notice to Contractor on August 20, 1982 and August 27, 1982. Receive bids on Wednesday, September 8, 1982 at 9:00 a.m. Ordered Bonar & Associates to prepare bid documents.
29. Received Change Order #2, Resolution 325-80, C-180599-07, Spy Run Study Area, Elkridge Addition. Will decrease the contract price by $19,089.50.	Approved and ordered sent to Common Council for approval.
30. Resolution 72-62-30 Transfer of $4,500,000.00 surplus funds from the Water Account of the Fort Wayne Power and Light Utility to the General Fund of the City of Fort Wayne for the purpose of funding the City's guarantee amount in Special Ordinance No. A-129-82 adopted by Common Council on August 3, 1982.	Approved and adopted. A true copy herein incorporated.

Meeting of 8-11-82 adjourned at 10:30 a.m.

ATTEST: Sandra E Kennedy

Peter A Hurley

Robert Anderson

Betty R Collins

Friday, August 13, 1982

EMERGENCY BOARO MEETING

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 11:00 a.m.

S.A.Bailey, R.A.5taten, B.R.Collins, and 5.E.Kennedy — Present

RECEIVED BIDS:

1. B.O. 129-82, D5R 044829, 15" Combination Sewer at 2521 Lillie 5treet.

Bercot	$13,535.00
John Dehner	9,474.00
Ground 5ervices	5,900.00
Earth Construction	6,980.00
Scheidleman Excavating	10,945.30

Contract awarded to the low bidder, Ground 5ervices, Inc. in the amount of $5,900.00.

B.O. 130-82, DSR 044830, 12" laterals to 72" Brick 5ewer at Intersection of Walnut and Fox Streets.

John Dehner	$74,109.00
Earth Construction	31,902.50
Scheidleman Excavating	27,649.50

Contract awarded to the second low bidder, Earth Construction & Engineering Inc. in the amount of $31,902.50 because the low bidder (Scheidleman) did not return his bid before the designated time.

2. Received request from Oepartment of Purchases for Emergency Board Order to purchase a cab and chasis to replace same on the Distributor (oiler) for the 5treet Department.

Approved.
B. O. 134-82 issued.

Emergency powers not used. Purchase of cab and chasis will be processed in usual manner and subject to Councilmanic approval.

Ordered Oepartment of Purchases to obtain quotes.

Meeting adjourned at 11:30 a.m.

ATTE5T: Sandra E Kennedy

**Note: See Page 69 for the August 16, 1982 Board Meeting.

WEDNESDAY, AUGUST 18, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, and S. E. Kennedy. — Present

AWARD CONTRACTS

1. Received tabulation and recommendation prepared by Water Engineering for Contract 82-XP-3, Cook Road Water Main. (Water Utility)

   Award contract to Earth Construction & Engineering Inc. at and for the bid in the amount of $110,445.00 subject to Councilmanic approval.

   Ordered Water Engineering to prepare the contract.

2. Received tabulation and recommendation from WPC Engineering for Resolution 359-82 Cook Road Sanitary Sewer. (Sewer Utility)

   Award contract to Ground Services, Inc. at and for the bid in the amount of $36,000.00 subject to Councilmanic approval. Subject to no increased Change Orders.
   Ordered WPC Engineering to prepare the contract.

3. Received tabulation and recommendation prepared by Ron Bonar & Associates, Inc. for Resolution 363-82, Terminal Ponds and Sludge Lagoons (Group 68). (DSR's - 047122,047124,047127,044873)

   Award contract to T-G Excavating, Inc. at and for the bid in the amount of $360,585.83 subject to Councilmanic approval.

   Ordered Bonar & Associates, Inc. to prepare the contract.

4. Received tabulation and recommendation prepared by WPC Engineering for Resolution 365-82, 1200 Block Barr Street - 12" Storm Sewer. (DSR 047027 - Sewer Utility & FEMA, Federal Disaster Aid Funds)

   Award contract to Earth Construction & Engineering Inc. at and for the bid in the amount of $ 5,790.00 subject to councilmanic approval.

   Ordered WPC Engineering to prepare the contract.

5. Received tabulation and recommendation prepared by Street Engineering for Resolution 5947-82, Asphalt Resurfacing for Coldwater Road, St. Joe Road and Coliseum Blvd. Turn Lane. (LR&S - 138 972 0034 4431)

   Award contract to Dailey Asphalt Products Co. at and for the bid in the amount of $64,143.08 subject to councilmanic approval.

   Ordered Street Engineering to prepare contract.

6. Received tabulation and recommendation prepared by Street Engineering for Resolution 5948-82, Asphalt Resurfacing 32 Street in the 6th Councilmanic District. ("Municipal Bonds - 1982")

   Award contract to Brooks Construction Co., Inc. at and for the bid in the amount of $514,189.11 subject to councilmanic approval.

   Ordered Street Engineering to prepare contract.

7. Received the following partial payments approved by the Water Pollution Control Engineering Department for ST. JOE STUDY AREA C-180599-06:

	Payment	Escrow	Bank
(a) Rocco Ferrera & Co., Inc. for partial payment #12, Sewer Resolution 310-80 Phase 1.	$122,000.16		
(b) Rocco Ferrera & Co., Inc. for partial payment #14, Resolution 310-80, Phase 1V	1,725.00		
(c) L. W. Dailey, Inc. for partial payment #10 Resolution 311-80	45,824.36		
(d) Weitzel Construction Co., Inc. for partial payment #16 Resolution 312-80	120,557.04		
(e) Earth Construction & Engineering, Inc. for partial payment #9 Resolution 316-80	8,984.10		
(f) Earth Construction & Engineering, Inc. for partial payment #14 Resolution 314-80	5,193.80		
(g) Earth Construction & Engineering, Inc. for partial payment #7 Resolution 319-80	23,082.20		

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

8. Received the following partial payment approved by the Water Pollution Control Engineering Department for Spy Run Study Area, C-180599-07:

	Payment	Escrow	Bank
(a) Bercot, Inc. for partial payment #8 Resolution 324-80	$ 23,566.65		
(b) Ground Services, Inc. for partial payment #1 Resolution 328-80	17,082.90		

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

9. Received the following partial payment approved by the Water Pollution Control Engineering Department for North Maumee Study Area C-180599-08:

(a) Rocco Ferrera & Co., Inc. for partial payment #14 Resolution 330-80	$ 18,777.27
(b) John Dehner, Inc. for partial payment #7 Resolution 333-80	14,725.80
(c) John Dehner, Inc. for partial payment #11 Resolution 335-80	404.70

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

10. Received the following partial payment approved by the Water Pollution Control Engineering Department for Junk Ditch Study Area, C-180599-09:

(a) Winzeler Excavating Co., Inc. for partial payment #11 Resolution 341-80	$ 28,316.78
(b) Winzeler Excavating Co., Inc. for partial payment #12 Resolution 342-80	500.00

10. continued	Payment	Escrow	Bank
(c) Ness Excavating Co., Inc. for partial payment #13 Resolution 345-80	$ 6,549.52		
(d) Ness Excavating Co., Inc. for partial payment #4 Resolution 347-80	76,684.91	$2,022.88	Lincoln National
(e) T-G Excavating, Inc. for partial payment #8 Resolution 349-80	2,968.50		
(f) Ness Escavating Co., Inc. for partial payment #9 Resolution 350-80	3,573.02		

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

11. Received the following street cuts:

Approved and permits issued.

2418 S. Anthony	Land Excavating
2510 S. Anthony	Griffin Enterprises
2922 S. Anthony	NIPSCO
4607 Beaver Ave.	
6407 S. Calhoun	
1411 N. Coliseum	J&G Disconnect
2706 Corvalis	C.U.
300 W. Douglas	
3721 Euclid	NIPSCO
Fairfield & Wildwood	
2219 Florida	C.U.
2447 Gay	Land Excavating
2303 Gay	
835 Hamilton	C.U.
John & Tillman	Gen. Tel.
120 & 121 Kenosha	NIPSCO
Manford & Adams	
4119 Oxford	C.U.
522 Penn Ave.	NIPSCO
2530 Reed St.	
Rudisill & Fairfield	
1536 St. Mary's	Toscos Concrete Const.
3424 N. Washington Rd.	C.U.
Washington Center Rd. & Sharon	Gen. Tel.
903 Wells	C.U.
2935 Bowser	NIPSCO
2439 Fairfield	
Fairfiled & Rose Ln.	
Fairfield & Creighton	
2609 Fairfield	
2156 Fairfield	
1812 Fairfield	
8935 Greenleaf	
Harvester & Fleetwood	
2534 John St.	
3030 Oliver	
2810 Oliver	
3514 Robinwood	
3314 Smith	
3907 W. State	
1901 W. State	
1211 E. Washington	
1227 W. Wayne	

12. Received the following driveway applications:

Approved and permits issued.

440 E. DeWald	Lauer Const.
3812 E. State	Wayne Asphalt

13.	Received the following sidewalk applications: 3320 Broadway — Roussel Concrete 440 E. DeWald — Lauer Const. 1820 Franklin — Roto Rooter	Approved and permits issued.
14.	Received report from Street Lighting Engineering on Light Order 49S9 in the 800 & 900 block of Donnell.	Approved.
15.	Received report from Street Lighting Engineering on Light Order 4976 for Ardmore-Covington area.	Approved.
16.	Received petition for ornamental street lighting on Hoagland Ave. from Darrow Ave. to Pontiac St.	Approved and ordered Street Lighting Engineering to investigate and report. B.O. issued - 136-82.
17.	Received petition for street lighting in the 200 block of Skyhawk Drive	Approved and ordered Street Lighting Engineering to investigate and report.
18.	Received petition for curb replacement in front of 1024 Kinnaird.	Approved and ordered Street Engineering to investigate and report. Board Order 137-82 issued.
19.	Received Change Order #4 on Resolution 321-80, Concordia Gardens, St. Joe Study Area, Weitzel Construction, increasing the amount of contract by $37,026.00.	Approved and ordered sent to Common Council for their approval.
20.	Received final payment in the amount of $8,198.00 from Lengacher Construction Co., Inc. for Washington Center Feeder Main, Contract 81-XP-3.	Approved and ordered invoice sent to City Utilities for payment. W.O. 63342.
21	Received final payment in the amount of $9,931.41 from T & F Construction Company of Indiana for Street Lighting Resolution 1S6-81, W. Central Area, Phase 8.	Approved and ordered invoice sent to CD&P for payment.
22.	Received final payment in the amount of $6,940.80 from T & F Construction Company of Indiana for Street Lighting Resolution 15S-81, W. Central Area.	Approved and ordered invoice sent to Community Development & Planning for payment.
23.	Received final payment in the amount of $196.38 from Dailey Asphalt Products Co. for Resolution S918-81, 1981 Asphalt Resurfacing.	Approved and ordered invoice to be paid out of LR&S 138 972 0027 4431.
24.	Received invoice from Gaines Construction in the amount of $2S,676.31 for Resolution S924-81, Caribe Colony Pavement Repair.	Approved and ordered invoice to be paid from MVH Fund 128 972 STPR 4431.
25.	Received Change Order #1 for Resolution 1S8-82 for T & F Construction Company of Indiana increasing the amount of the contract by $586.60.	Approved and ordered sent to Common Council.
26.	Received request from General Accounting to write off delinquent accounts.	Approved.

27. Received Resolution 5952-82, 1982 Asphalt Resurfacing of the 3rd District.	Approved and Adopted. A true copy herein incorporated. Advertise Notice to Contractors August 20 and August 27, 1982. Receive 8ids on Tuesday, September 7, 1982. at 9:00 a.m. Ordered Street Engineering Department to prepare the bid documents.
28. Received Resolution 364-82, Group 3 Sewer Repairs for the City of Fort Wayne. DSR's - 044894, 044896, 044895.	Approved and Adopted. A true copy herein incorporated. Advertise Notice to Contractors August 20 and August 27, 1982. Receive 8ids on Wednesday, September 8, 1982 at 9:00 a.m. Ordered 8onar & Associates to prepare the bid documents.
29. Received Resolution 5950-82, State 8lvd. Clinton to Parnell, reconstruction of storm sewer system, widening, resurfacing of the street and construction of new sidewalk, as well as new street lighting.	Approved and Adopted. A true copy herein incorporated. Advertise Notice to Contractors August 20 and August 27, 1982. Received 8ids on Tuesday, September 7, 1982 at 9:00 a.m. Ordered Street Engineering Department to prepare the bid documents.
30. Received amendment to Water Agreement by and between the cities of Fort Wayne and New Haven for the city of New Haven to construct a second water connection to a city of Fort Wayne feeder water line at their expense.	Approved and ordered sent to Common Council. A true copy herein incorporated.
31. Received a Release of Easement, Southtown Mall Sanitary Sewer, a release of easement for the area where sanitary sewers were relocated.	Approved and sent to Water Pollution Control Engineering for handling.
32. Received recommendation from Water Engineering Department on 8.O. 116-82 for a water main on Trier Road, 7714 to 7862.	Ordered Water Engineering Department to request input from the property owners.
33. Received request from CD&P to assign 8oard Order Numbers to Street Engineering and Street Lighting Engineering to begin preliminary field engineering associated with capital improvements for CD&P.Projects.	Approved and issued 8oard Order Numbers. 8.O. 138-82 through 8.O. 162-82
34. Received Sewer Resolution 368-82, Spy Run & Elizabeth. DSR 044897.	Approved and adopted. A true copy herein incorporated. Advertise: 9-3-82 and 9-10-82 Receive bids: 9-20-82 at 9:00 a.m.

8-18-82 Meeting adjourned at 11:00 a.m.

Robert Anderson

Betty R. Collins

ATTEST: Sandra Kennedy

MONDAY, AUGUST 16, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:DD a.m.

S.A.Bailey, R.A.Staten, B.R.Collins, S.E.Kennedy. — Present

RECEIVE BIDS:

1. Resolution 5947-82
Resurfacing & Restoring Pavement on Coldwater Road, St. Joe Road, and S. Coliseum Blvd. Turn Lane.

Award contract on Wednesday, August 18, 1982 at 9:DD a.m.

Brooks Construction	$69,42D.DD
Dailey Asphalt	64,143.D8
Moellering Construction	65,1D6.94
Rieth-Riely Construction	75,766.75
Wayne Asphalt	7D,826.95
Engineering Estimate	77,829.00

2. Resolution 5948-82
1982 Resurfacing
6th Councilmanic District

Award contract on Wednesday, August 18, 1982 at 9:00 a.m.

Brooks Construction	$514,189.11
Dailey Asphalt	613,43D.16
Moellering Construction	517,598.85
Rieth-Riely Construction	703,469.55
Wayne Asphalt	55D,196.63
Engineering Estimate	636,162.0D

Meeting adjourned at 9:15 a.m.

Robert Anderson

Billy R. Collins

ATTEST: Sandra Kennedy

AUGUST 25, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A. Bailey, R.A.Staten, B.R.Collins, and S. E. Kennedy — Present

1. Received the following driveway applications: — Approved and permits issued.

   1213 St. Marys Ave --- T. Yoder
   628 Hendricks---------- Wayne V. Cooley
   1302 Putnam----------Joseph Jaurgui
   807 Larch Ln.----------Holida Homes

2. Received the following street cuts: — Approved and permits issued.

   1909 Antionette--------Land Excavating
   1220 Barthold----------NIPSCO
   302 E. Berry----------NIPSCO
   1017 W. Berry----------C. U.
   3002 Connett----------T & G Excavating
   2015 Emma Ave----------NIPSCO
   2611 Evans St----------C. U.
   Walnut & Fox----------Earth Constr.
   1937 Gladstone---------C. U.
   2727 S. Hanna----------C. U.
   1602 N. Harrison-------J & G Water & Sewer
   840 Hayden Ave---------C. U.
   3616 Kirkwood----------C. U.
   6901 L. Huntington Rd. C. U.
   4721 Kyle Rd----------C. U.
   1100-1400 McKinnie-----NIPSCO
   3302 Oswego----------C. U.
   3230 LaJolla----------NIPSCO
   1013 Nuttman----------NIPSCO
   700 - 1000 Pettit------NIPSCO
   2100 Rasnall Rd--------Bercot, Inc.
   1434 St. Marys---------NIPSCO
   State at Cass----------NIPSCO
   211B Weisser Pk.-------Land Excavating

   EMERGENCY STREET CUTS:

   4416 Avondale----------NIPSCO
   1629 Barthold "
   923 E. Berry "
   702 W. Creighton "
   2502 & 2503 Drexel "
   466 E. Englewood "
   2505 Gay "
   2321 Montclair "
   1736 Richardson St. "
   1702 Richardson St. "
   1002 E. Rudisill "

3. Received the following sidewalk application: — Approved and permit issued.

   914 Saville----------Emil P. Holiday

4. Received petition for street lighting in the 5900 block of S. Calhoun at alley between Cox and Burns on the west side of street. — Approved and ordered Street Lighting Engineering Department to investigate and report.

5. Received invoice in the amount of $216.70 from Summit City Wrecking for seeding and grading at Fairfield-Ewing-Wells Bridge. — Approved and ordered invoice to be paid from Fairfield-Ewing Bridge Project Fund #138-972-0003-4431.

6. Received invoice in the amount of $7,305.52 from Brooks Construction for work performed on Resolution 5926-82, West Jefferson and W. Main Intersection.	Approved and ordered invoice to be paid from LRS Account #138-972-0024-4431.
7. Received invoice in the amount of $6,137.00 from Rieth-Riley Construction for work performed on Resolution 5902-81, Nebraska Neighborhood - Phase VI.	Approved and ordered invoice sent to Community Development & Planning for payment.
8. Received contract with Brooks Construction Company, Inc., Resolution 5942-82, for repair 1982 flood damage in the Dwenger Avenue Area, DSR #041857.	Approved and ordered sent to Common Council on Tuesday, September 14, 1982, at 8:00 p.m.
9. Received contract with Gaines Construction Company, Inc., Resolution 5931-82, for constructing curbs and sidewalks where needed on Richardson St., Howell St., High St., Rumsey St., Runnion Ave., and Osage St., known as Nebraska Neighborhood Improvement, Phase VII. C D & P Project.	Approved and ordered sent to Common Council on Tuesday, September 14, 1982, at 8:00 p.m.
10. Received contract with John Dehner, Inc., Resolution 5934-82, for constructing curbs and sidewalks where needed on Holton, Robinwood, Bowser, Oliver, Smith, Gaywood, S. Park Dr., Weisser Pk., Hanna and Hamilton Ave., known as Oxford Neighborhood, Phase VII. C D & P Project.	Approved and ordered sent to Common Council on Tuesday, September 14, 1982, at 8:00 p.m.
11. Received contract with Dailey Asphalt Products Co., Inc., Resolution 5936-82 for resurfacint and restoring pavement as designated on Trier Road from the west property line of Parish Dr. to the west pavement line of Reed Rd. City Paid-LRS Funds.	Approved and ordered sent to Common Council on Tuesday, September 14, 1982, at 8:00 p.m.
12. Received contract with Dailey Asphalt Products Co., Inc., Resolution 5938-82 for resurfacing and restoring pavement on Goshen Avenue from the west pavement line of Sherman Blvd. to the south pavement line of Coliseum Blvd. west. City Paid-LRS Funds.	Approved and ordered sent to Common Council on Tuesday, September 14, 1982, at 8:00 p.m.
13. Received contract with Dailey Asphalt Products Co., Inc., Resolution 5937-82 for resurfacing and restoring pavement on Reed Rd., Vance Ave and Kirkfield Drive - designated areas. City Paid-LRS Funds.	Approved and ordered sent to Common Council on Tuesday, September 14, 1982, at 8:00 p.m.
14. Received contract with L. W. Dailey, Inc., Resolution 5935-82, for constructing new curbs and sidewalks where needed on Hugh st., Eliza St., Ohio, McCulloch, Winter, Lillie and Alliger St. C D & P Project.	Approved and ordered sent to C ommon Council on Tuesday, September 14, 1982, at 8:00 p.m.

15. Received Improvement Resolution 5953-82, 1982 Street Resurfacing 4th and 2nd Councilmanic Districts, portions of some 30 streets in these districts. The cost of this improvement shall be paid from the General Obligation Bonds.	Approved and Adopted. A true copy herein incorporated. Advertise Notice to Contractors, August 27, and September 3, 1982. Receive Bids on Monday, September 13, 1982, at 9:00 a.m. Ordered Street Engineering Department to prepare the bid documents.
16. Received pay estimate #60 in the amount of $116,178.07 from Hagerman-Shambaugh-Water Pollution Control Plant Expansion-C180538 Division I. Escrow in the amount of $668.50 to Lincoln National 8ank.	Approved and ordered paid by City Utilities.
17. Received Street Lighting Resolution 162-82 ornamental street lighting in Lough Nest.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners September 3 and September 10, 1982. Hearing on Confirmation Thursday, September 16, 1982, at 3:30 p.m. Mail notices on September 10, 1982.
18. Received request from Water Engineering to advertise for repair of DSR #04188, Left 8ank Cedarville Reservoir and Left and Right 8ank Cedarville Reservoir, 1982 Flood Damage Repair.	Approved and Adopted. Advertise Notice to Contractors September 3 and September 10, 1982. Receive 8ids on Wednesday, September 22, 1982, at 9:00 a.m. Ordered Water Engineering Department to prepare the bid documents.
19. Received request from Water Pollution Control Engineering Department to accept 8ranning Hills Section I Sanitary Sewer, Completion Affidavit received and subject sewer has been inspected by WPC.	Approved and acceptance letter written.
20. AWARD CONTRACT Received tabulation and recommendation prepared by Street Engineering for Resolution 5949-82, 1982 Resurfacing in the 5th Councilmanic District.	Award Contract to Wayne Asphalt & Construction Company, Inc. at and for the bid in the amount of $428,600.10 subject to councilmanic approval. Ordered Street Engineering to prepare the contract.

Meeting of 8-25-82 adjourned at 11:00 a.m.

ATTEST: Sandra E. Kennedy

EMERGENCY RESOLUTION NO. 72-73-1 DSR# 044B29

WHEREAS, A 15" sewer has collapsed in the area of 2521 Lillie Street; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said sewer is necessary to protect the safety and welfare of the community; and

WHEREAS, the Board of Public Works hereby declares and emergency does exist to repair said sewer and received bids from the following contractors; Bercot, $13,535.00; John Dehner, $9,474.00; Ground Services, $5,900.00; Earth, $6,980.00; Scheidleman, $10,945.30; and

NOW, THEREFORE, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Ground Services for thei low bid of $5,900.00.

EMERGENCY RESOLUTION NO. 72-73-2 DSR# 044B30

WHEREAS, three laterals (taps) broken in area of connection W/72" sewer at intersection of Walnut and Fox Streets, and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair is necessary to protect the safety and welfare of the community; and

WHEREAS, the Board of Public Works hereby declares and emergency does exist to repair said laterals and received bids from the following contractors: John Dehner, $74,109.00; Earth Construction, $31,902.50; Scheidleman Excavating, $26,649.50; and

NOW, THEREFORE, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to EArth Construction for their bid of $31,902.50; it was now awarded to the low bidder due to the fact the bid was turned in after designated time.

EMERGENCY RESOLUTION NO. 72-73-3

WHEREAS, the Army Corps of Engineers has deemed it necessary to rehabilitate portions of the river dikes within Fort Wayne under Public Law 99; and

WHEREAS, this project requires that trees be removed from the dikes; and

WHEREAS, the Board of Public Works hereby declares an emergency does exist to remove trees and received bids from the following contractors: Mudrack Tree Service, $21,450.00; Auburn Home Improvement, $21,725.00; Bartlett Tree Service, $66,572.00; Flemming Excavation, $85,290.00; and

NOW, THEREFORE, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Mudrack Tree Service for their low bid of $21,450.00.

EMERGENCY RESOLUTION NO. 72-73-4 DSR# 041B183

WHEREAS, a 60" sewer has collapsed in the area of Berry and Hanna Streets; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said sewer is necessary to protect the safety and welfare of the community; and

WHEREAS, the Board of Public Works hereby declares an emergency does exist to repair said sewer and received bids from the following contractors: Bercot, $61,235.00; John Dehner, $5B,475.00; Earth Construction, $34,610.50; T & G Excavating, $36,208.00; and

NOW, THEREFORE, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Earth Construction for their low bid of $34,610.50.

APPROVED:

ATTEST:

MONDAY, AUGUST 20, 1982

Department of Public works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins, S.E.Kennedy. Present

1. RECEIVED BIDS

Award contract on Wednesday, September 1, 1982 at 9:00 a.m.

Resolution 5951-82
1982 Asphalt Resurfacing in the 1st Councilmanic District.

Brooks Construction	$382,155.81
Dailey Asphalt	369,115.95
Moellering Construction	441,727.32
Rieth-Riley Construction	460,194.30
Wayne Asphalt	379,056.70

Meeting adjourned at 9:15 a.m.

Attest: Samuel E. Kennedy

SEPTEM8ER 1, 1982

Department of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Meeting held at 9:00 a.m.

S.A.BAILEY, R.A. STATEN, 8.R. COLLINS,
and 5andra E. Kennedy

1. RECEIVE 8ID5:
RESOLUTION 5946-82
WEST CENTRAL, PHASE VII

Award contract on Wednesday, 5eptember 8, 1982 at 9:00 a.m.

Dailey Asphalt	$24,316.25
	(alt.)9,650.50
Dehner, Inc.	19,899.00
	8,478.00
Gaines, Construction	16,834.75
	7,086.00
Hipskind Concrete	15,291.50
	8,198.00
Rieth-Riley Construction	18,912.50
	8,086.00
Toscos Construction	17,794.25
	7,563.00

2. RECEIVE 8ID5:
WATER CONTRACT 82-XP-4
COOK ROAD

Award contract on Wednesday, September 8, 1982 at 9:00 a.m.

8ercot, 1nc.	$58,162.80
Dehner, 1nc.	58,383.40
Earth Construction	55,575.00
Lengacher Construction	53,916.25
T-G Excavating	50,711.60
Weitzel Construction	53,066.50

3. RECEIVE BIDS:
EMERGENCY TREE REMOVAL

Award contract on Friday, September 3, 1982 at 9:00 a.m.

Auburn Home Improvement	$21,725.00
8artlett Tree Experts	66,572.00
Fleming Excavating	85,290.00
Maxwell Tree Expert	32,371.00
Ralph Mudrack Tree Service	21,540.00

4. AWARD CONTRACT

Received tabulation and recommendation prepared by Street Engineering for Resolution 5951-82, Asphalt Resurfacing in the 1st Councilmanic District.

Award contract to Dailey Asphalt Products Co., Inc. at and for the bid in the amount of $551,657.95 subject to councilmanic approval.

Ordered 5treet Engineering to prepare contract.

5. Received Driveway applications:
1701 Mayplewood Road Thomas A. 5hover Concrete Const.

Approved and permits issued.

6. Received sidewalk applications:
2018 8ayer Wilmer Peterson
349 McKinnie Ned Keener Const.
3704 Gaywood A&E Construction Co.

Approved and permits issued.

7. Received the following Street Cuts:

3201 Chestnut	City Utilities
Cody & Kensington	"
2629 Dodge Ave.	NIPSCO
1921 Drexel	"
3216 Central	"
2225 Dwenger	WPC ENG.
214 Esmond	City Util.
1160 Francis	NIPSCO
2009 Frary	"
1961 Griswold	City Util.
Home Ave. area (S1 cuts)	NIPSCO
1119 Lynn Ave.	"
3639 McArthur Dr.	"
3630 New Haven	"
2729 New Haven	City Util.
3131 Parnell	NIPSCO
Pettit & Buell	City Util.
5467 Rothman Rd.	Leininger Exc.
124 W. Rudisill	City Util.
1706 Southdale	NIPSCO
3927 S. Wayne	D&J Plumbing
4524 Winston	City Util.
4028 Buell	NIPSCO
330 W. Creighton	"
702 W. Creighton	"
624 Hendricks	"
2105 Pauline	"
2217 Riedmiller	"
800 W. Rudisill	"

Approved and permits issued.

8. Received petition for the installation of a street light in front of 1050 Sallie.

Approved and ordered Street Lighting Engineering Department to investigate and report.

9. Received petition to pave the alley between Calhoun and Harrison Streets and Pettit and Lenox Streets.

Approved and ordered Street Engineering Department to investigate and report.

10. Received contract with Hipskind Concrete Corp. for Resolution 5943-82, 1982 Flood Damage Repair in the Pemberton Dike Area, DSR's 0418S4, 04724S, 041880, 047247.

Approved and ordered sent to Common Council for approval.

11. Received contract with Rieth-Riley Corporation for Resolution 5940-82, repair of 1982 Flood Damage in the Harrison, Sherman, Herman Area, DSR's 04186S, 041866.

Approved and ordered sent to Common Council for their approval.

12. Received contract with Hipskind Concrete Corp. for Resolution S932-82, construction of curbs and sidewalks on four streets in the La Rex Neighborhood, Phase V project.

Approved and ordered sent to Common Council for their approval.

13. Received pay estimate #8 in the amount of $1,000,854.00 from Hagerman-Shambaugh for AWT C-180744-03 with Escrow in the amount of $111,206.00 to the Escrow Account at Lincoln National Bank.

Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

14. Received request from Purchasing to approve Purchase Order A-012475 to V.R. Myers Pump and Supply for curb boxes for Water Maintenance as they represent the lowest of three bids.

Approved and ordered sent to Common Council for their approval.

15.	Received request from Water Pollution Control Engineering to take invitational bids for "manhole location indicator". Cost would be covered by the EPA Grant.	Approved
16.	Request from Street Engineering to replace curbing on south side of Anderson Ave. from west property line of McAfee to its eastern terminus. City's estimated cost would be $1,641.50 - MVH.	Approved and ordered Street Engineering Department to include this project in the Miscellaneous Invitational Bids.
17.	Received request from Purchasing to approve Purchase Order A-19595 and A-19596 to Broadview Lumber and Leo Builders for items to be purchased for the "Warm Fuzzy" project by Community Development & Planning.	Approved and ordered sent to Common Council for their approval.
18.	Received report from Water Pollution Control Engineering Department that the E. State & Reed Road special sewer, Dellinger's Clinic, meets the city's standards and specifications and can be accepted as an integral part of the city's sanitary sewers.	Approved and ordered Acceptance Letter be written.
19.	Received request from Water Pollution Control Engineering for reduction in retainage on Resolution 324-80, Bercot, Inc.	Approved and directed Indiana Bank & Trust Company to advance to Bercot, Inc. $13,946.66.
20.	Received request from Water Pollution Control Engineering to release retainage on Resolution 331-80, Trier Ditch - Moeller Road Interconnect; also, received inspection report and project meets the city standards and specifications, therefore, can be made an integral part of the city of Fort Wayne's sewer system.	Approved and directed Lincoln Bank & Trust Company to advance to Busch, Inc. $10,423.24 including income for that principal amount less the escrow fee; (Final Retainage) Ordered Acceptance Letter to be written.
21.	Received request from Water Pollution Control Engineering to release Final Retainage on Resolution 332-80, Trier Ditch - Meyer Road to Busch, Inc.; Also, received inspection report and project meets the city standards and specifications, therefore, can be made an integral part of the city of Fort Wayne's sewer system.	Approved and directed Lincoln National Bank & Trust Company to advance to Busch, Inc. $16,191.60 reducing the principal amount to zero, including income for that principal amount less the escrow fee. Ordered Acceptance Letter to be written.
22.	Received request from Water Pollution Control Engineering to release Final Retainage on Resolution 334-80, Trier Ditch - Colony Heights to Busch, Inc.; also, received inspection report and project meets the city standards and specifications, therefore, can be made an integral part of the city of Fort Wayne's sewer system.	Approved and directed Lincoln National Bank & Trust Company to Advance to Busch, Inc. $ 7,054.64 reducing the principal amount to zero; income for that principal amount less the escrow fee should be included. Ordered Acceptance Letter to be written.

23. Received invoice in the amount of $7,352.00 from Brooks Construction for retainage withheld on Resolution 5926-82, W. Jefferson and W. Main Intersection.

Approved and ordered payment be made from LR&S Account 138 972 0024 4431.

24. Received recommendation from WPC Engineering to apply one double chip & seal, type III surface on Wyandotte Drive from Trier Road north to Stellhorn Road. Additional work will cost approximately $5,000.00 and non-grant fundable. (Res. 311-80)

Approved.

25. Received invoice #14 in the amount of $9,870.85 from Clyde E. Williams, consultant on the ByPass Signal Project.

Approved and ordered paid from LR&S Account # 138 972 0011 4431.

26. Received Resolution 72-78-26 whereby the House of the Holy Spirit Church has petitioned and requested the vacation of a public alley.

The first alley south of Taylor Street from the east property line of Phenie Street to the west property line of the first alley east of Phenie Street.

Approved.

A true copy herein incorporated.

27. Received Sewer Construction Permit for the Construction of a sanitary sewer, Adams Center Landfill, to be done by T-G Excavating.

Approved and permit issued.

Board Order #167-82 issued.

9-1-82 Meeting Adjourned at 11:20 a.m.

ATTEST: Sandra E Kennedy

FRIDAY, SEPTEMBER 3, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins, and S.E.Kennedy

Present

1. AWARD CONTRACT
Tree Removal
Resolution 72-73-3
Received tabulation and recommendation from Street Engineering.

Contract awarded to Mudrack Tree Service at and for their bid in the amount of $21,540.00.

Meeting adjourned at 9:05 a.m.

Attest: Sandra E. Kennedy

TUESOAY, SEPTEMBER 7, 1982

Oepartment of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, B.R.Collins, R.A.Staten, S.E. Kennedy — Present

1. RECEIVE BIOS — Award contract on Thursday, September 9, 1982 at 9:00 a.m.

Resolution 5950-82
State Blvd., Storm Sewer, Widening, Resurfacing, Sidewalks & Lighting

Oailey Asphalt Products	$207,846.25
John Oehner, Inc.	166,971.10

2. RECEIVE BIOS — Award contract on Thursday, September 9, 1982 at 9:00 a.m.

Resolution 5952-82
1982 Asphalt Resurfacing
3rd Councilmanic Oistrict

Brooks Construction	$255,288.90
(alt.)	51,185.60
Oailey Asphalt Products	270,600.28
	51,400.62
Moellering Construction	268,953.00
	51,948.50
Rieth-Riley Construction	316,403.40
	60,361.45
Wayne Asphalt	269,604.95
	53,105.50

Meeting adjourned at 9:20 a.m.

ATTEST: Sandra E Kennedy

WEDNESDAY, SEPTEMBER 8, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins, and S.E.Kennedy — Present

1. RECEIVE BIDS
Resolution 364-82
Group 3 Sewer Repairs

Bercot, Inc.	$316,176.00
John Dehner, Inc.	295,976.34
Earth Construction	244,689.50
Land Excavating	227,943.65
T-G Excavating	325,398.86

Award contract on Wednesday, September 15, 1982 at 9:00 a.m.

2. RECEIVE BIDS
Resolution 372-82
Group 7, Sewer Repairs

All Star Construction	$16,911.82
John Dehner, Inc.	44,781.50
Land Excavating	25,400.00
T-G Excavating	23,421.80

Award contract on Wednesday, September 15, 1982 at 9:00 a.m.

3. AWARD CONTRACT
Received tabulation and recommendation prepared by Street Engineering for Resolution 5946-82, West Central Neighborhood, Phase VII.

Contract awarded to Hipskind Concrete at and for their bid in the amount of $23,489.50 subject to councilmanic approval.

4. AWARD CONTRACT
Received tabulation and recommendation prepared by Water Engineering for Water Main Contract 82-XP-4, Cook Road Feeder Main.

Contract awarded to T-G Excavating, Inc. at and for their bid in the amount of $50,711.60 subject to councilmanic approval.

5. Received the following sidewalk applications:

136 E. Wayne	Schinnerer & Truemper
900 S. Clinton	Schinnerer & Truemper
501 W. Rudisill	Sowers Concrete
3210 S. Calhoun	Bradbury Enterprises

Approved and permits issued.

6. Received the following driveway applications: 6122 Ridgemont Dr. Holida Homes 803 Larch Lane Holida Homes 819 Larch Lane Holida Homes 809 Aurora Knoll Holida Homes 462 Penn Ave. Thomas Dapp 810 W. Oakdale Ned Keener	Approved and permits issued.
7. Received contract for Resolution 82-XP-3 between the City and Earth Construction for the main to serve Cook Road Industrial and Research Center.	Approved and ordered sent to Common Council for their approval.
8. Received contract for Resolution 5939-82 Taylor St. and Covington Road, between the City and Wayne Asphalt & Construction Company.	Approved and ordered sent to the Common Council for their approval.
9. Received contract for Resolution 5944-82, Harrison Hill, between the city and Wayne Asphalt & Construction Company.	Approved and ordered sent to Common Council for their approval.
10. Received contract for Resolution 5945-82, Pontiac - Wayne Trace, between the city and Wayne Asphalt & Construction Company.	Approved and ordered sent to Common Council for their approval.
11. Received contract for Resolution 5941-82, Flood Repair on Northside Drive, etc., between the city and Moellering Construction Company, Inc.	Approved and ordered sent to Common Council for their approval.
12. Received Sewer Improvement Resolution 373-82, to cover Flood Repair, DSR's 047089, 047093, 047241, 047242 and 047243.	Approved and adopted. A true copy is herein incorporated. Advertise Notice to Contractors on September 10, 1982 and September 17, 1982. Receive bids on Wednesday, September 29, 1982 at 9:00 a.m. Ordered 8onar & Associates to prepare bid documents.
13. Received invoice in the amount of $1688.20 for L. W. Dailey for curb restoration at 4633 Crestwood Dr.	Approved and ordered invoice to be paid from MVH Fund 128 972 STPR 4431.
14. Received request from Water Engineering to accept water main for 8otanical Gardens.	Approved and ordered acceptance letter written.
15. Received request from WPC Engineering for reduction in retainage for 8ercot, Inc., For Resolution 314-80, Phase II.	Approved.
16. Received invoice #3 in the amount of $29,953.77 from T-G Excavating for Resolution 357-82, 8erry & 8egue.	Approved.
17. Received invoice #2 in the amount of $12,281.24 from T-G Excavating for Resolution 355-82, Outfall Structure Repair.	Approved. Ordered invoice to be paid from Sewer Relief Fund.

18.	Received invoice in the amount of $2,315.68 from Weikel Line Company for excavation services on North Clinton, P.O.A-19256.	Approved and ordered invoice to be paid from MVH Fund 128 972 STPR-4431.
19.	Received request from Street Engineering Department to place curb replacement at 1024 Kinnaird Ave., on the list of miscellaneous bids when money becomes available. (city's share - $605.05)	Approved.
20.	Received inspection report from WPC Engineering Department accepting West Winds Apartment Sanitary Sewer as an integral part of the City's storm sewer system.	Approved and ordered acceptance letter be written.
21.	Received inspection report from WPC Engineering Department accepting Pine Hill Mennonite Church Sanitary Sewer as an integral part of the City's sanitary sewer system.	Approved and ordered acceptance letter be written.
22.	Received invoice in the amount of $8,469.78 from Hipskind Concrete for Resolution 5943,82, Flood Repair Pemberton Dike Area, DSR 041854.	Approved and ordered invoice to be paid from Appropriation Fund #512 501 E101 4364.
23.	Received Final Change Order #1 for Resolution 1025-81, South Dellwood Park reducing the original contract by $4,038.50.	Approved and ordered sent to Common Council for their approval.
24.	Received listing of delinquent accounts from City Utilities.	Approved.
25.	Received Water Contract 8203, Congressional Industrial Park, Section I. (no cost to the city)	Approved and ordered sent to Common Council for their approval.
26.	Received Sewer Reimbursement request from New Water/Sewer Services Department for Nortwest Washington Group in the amount of $3,963.89. (Refer to Sewer Agreement 122-81)	Approved.
27.	Received final payment in the amount of $1,819.78 from Scheidleman Excavating, Inc. for water main for 8otanical Gardens.	Approved and ordered sent to City Utilities for payment.
28.	Received partial payment in the amount of $60,003.00 from Earth Construction & Engineering Inc. for Resolution 882-80, Dale Drive Storm Sewer.	Approved and ordered invoice to be paid from Civil City Sewer Relief Funds.
29.	Received request from Purchasing Department to approve Purchase Order A-012524 to Almetek Industries, Inc. for pole tage for Street Lighting Engineering Department, this was the only bid submitted.	Approved and ordered sent to Common Council for thie approval.
30.	Received partial payment request from Land Excavating, Inc. in the amount of $21,207.21 for Resolution 360-82, Group 1 Sewer Repairs.	Approved and ordered invoice paid.

31. Received the following requests for barricades. Approved and permits issued.

1. NIPSCO, 1501 Hale Ave., to barricade on July 22, 1982, thru July 29, 1982, at all times Alley behind McKee, between Joh & Weisser Park S. End.
PURPOSE: Running a main.

2. CONSTRUCTION INC. 2502 Cass St., to barricade on July 28, 1982 for two months, until Sept. 28, 1982, Side-walk only, Calhoun St.in front of Inland Bldg. & Strauss Bldg. 24 hrs. per day.
PURPOSE: First floor refacing construction.

3. Mrs. Linda Jackson, 4231 Indiana Ave. to barricade 4200 block of Tacoma, from 2:00PM until 10:00 PM. on August 8, 1982.
PURPOSE: Block Party.

4. Creighton Neighborhood Association-Sally Ade, 534 Meyer Ave., to barricade Mayer Ave. from Fairfield to South Wayne, also a barricade at Beechwood Circle, from 12:00 PM until 5:00 PM. On Saturday August 14, 1982
PURPOSE: Block Party

5. Interstate Glass Co., 5121 Executive Blvd., to barricade one lane at a time on Washington from One Summit Square to Civic Center Pk. Garage., on July 28, and 29th, 1982, from 8:00 AM to 3:00PM.
PURPOSE: Installation of glass and walkover.

6. MS. Beth Wenrick, 937 Lake Ave., to barricade Dearborn, between Lake & Columbia, on Friday, July 30, 1982 from 8:00 PM until 2:00 AM.
PURPOSE: Block Party.

7. East Central Neighborhood Assoc. -Jim Henderson, 1205 E. Lewis St., to barricade Chute Street, from Lewis to Summit, from 10:00 AM Until 5:00 PM, on August 21, 1982.
PURPOSE: Block Party.

8. Oakdale Neighborhood Assoc. - Dan Maurico, 923 Kinsmoor, to barricade Kinsmoor between Beaver & Indiana, on August 15, 1982, from 11:00 am to 8:00 pm.
PURPOSE: Block Party

9. Land Excavating, PO Box 192, LaOtto, In, to barricade at Sewage Treatment Plant, 200 ft. east of 2700 Dwenger Ave., from August 3, to August 10,1982, closed from 7:00 am on the 3rd to 4:00 pm on the 10th of August.
PURPOSE: Install drainage line.

10. Indiana Construction Corp., PO Box 10147, Ft. Wayne, to barricade the curb lane 800 Bl. of S. Calhoun, from August 2, thru August 13, 1982, from 7:30 am to 4:00 pm dailey.
PURPOSE: Sidewalk removal & replacement, 104 ft.

11. NIPSCO, 1501 Hale Ave. to barricade right hand north bound lane of 3696 Northrup, on Thursday Aug. 5, 1982 from 8:00 am to 3:30 pm.
PURPOSE: Runnign new service.

12. NIPSCO, 1501 Hale Ave., to barricade the alley between John & Gay, N. side of McKee, on August 6, 1982, from 7:30 am until 4:00 pm.
PURPOSE: Installation of new main.

13. Johnathan Ash, 305 E. Lexington, to barricade Lexington Court, between Calhoun St. and Clinton St. on Saturday, August 28, 1982, from 6:00PM until 9:00 PM.
PURPOSE: Block Party.

14. T-G Excavating Co., Inc., Huguenard Rs. to barricade Spring & Leesburg Rd. & Spring & Lindenwood Dr., on Thursday August 8, thru 12th, 1982, from8:00 am until 5:00 PM. daily.
PURPOSE: Close Spring and Sprunger for pavement Restoration.(Sewer Proj.)

15. Joan Pitzen, Weights & Measures, to barricade Florida between Vermont & Nevada, on Aug. 7, 1982 from 4:00 pm until 9:00 pm.
PURPOSE: Block Party.

16. Jerry Meyer, 2615 Abbey St., to barricade the 2700 block of Northgate Blvd., on August 29, 1982 from 7:00 AM until 4:00 pm .
PURPOSE: Waterball & Bucket Brigade Contest.

17. Martin, Inc., to barricade the S. Lane fromthe middle of Wayne, in front of NIPSCO to Clinton, on Monday Aug. 9, 1982 from 7:00 am until noon.
PURPOSE: Clean up.

18. Earth Construction Co. Inc., 3333 Engle Rd., to barricade Bluffton between Old Trail to Lower Huntington Rd., on August 11, 1982 from 7:00 am to 5:00 pm.
PURPOSE: Installation of storm sewer.

19. Heldenbrand Construction. PO Box 647, Muncie, In. to barricade the 4700 and 4800 Block of S. Anthony, inside south bound lane, on August 12, thru August 17, 1982 from 8:00 am on the 12th thru the 17th.
PURPOSE: Street repair after NIPSCO installation of a repair.

20. Heldenbrand Const., PO Box 647, Muncie In, to barricade the intersections of Harrison & Washington, Jefferson & Webster, Jefferson & Barr, on August 13, 1982 from 8:00 am to 3:00 pm.
PURPOSE: Repairing asphalt, will not have traffic blocked.

21. Hanna Creighton Assoc. Larry Hughes, 2518 Winter St. to barricade Winter St. between Mila & Hurd, from Neighborhood Center to end of Bowser Pk., on Sept. 4, 1982 from 9:00 am to 5:00 pm.
PURPOSE: Raise funds for Hanna Creighton Neighborhood.

22. Darlene Rutledge, 1306 Kinsington, to block the 1300 bl. of Kensington between Columbia & Tilden on August 29, 1982, from 12:00 noon until 9:00 pm.
PURPOSE: Block Party

23. NIPSCO, 1501 Hale Ave., to barricade the alley between Lafayette & Warsaw & Pontiac & Leith, blocked at the "T", on August 16, 1982, Monday thru Wed. August 18th, around the clo
PURPOSE: Tying new main.

24. Mrs. Robert Bryan, 2128 Owaissa Way, to barricade Owaissa between Nakomis & Manito Blvd. on August 14, 1982 from 3:30 pm to 8:00 pm.
PURPOSE: Neighborhood Block Party.

25. Terry Fay, 604½ Lawton Pl, to barricade Lawton between Spy Run & Griswold, on August 28, 1982, from noon until Midnight.
PURPOSE:Neighborhood block party.

26. Rieth Riley Construction Co., Inc. 1633 N. C. Line Rd., to barricade 2nd St. from Wells to Harrison, on August 16, thru August 21, 1982 around the clock.
PURPOSE: Curb and sidewalk repair.

27. Tom Freistroffer, St. Dept, to barricade Fulton between Main & Pearl, on September 19, 1982, from 8:00 am to 11:00 pm.
PURPOSE: Block Party

28. Bercot, Inc., 6015 Huguenard Rd., to barricade 275' N. of Centerline of Taylor on Randall R on Monday, August 23, 1982 from 9:00 am to 3:00 pm.
PURPOSE: Center of street falling in - will be cutting across the street.

29. Wayne Asphalt, 6600 Ardmore Ave., to barricade under Penn Central viaduct on Lindenwood Ave. bw.Spring and Jefferson., on Mon. Aug. 23, thru Sept. 3rd, 1982 around the clock.
PURPOSE: Install drain & repair pavement.

30. Rita Sheirdon, 3409 Dalevue, to barricade Dalevue between Baer Rd. & Fernwood on Sept. 9, 1982 from 2:00 pm to 6:00 pm.
PURPOSE: Ferndale Neighborhood Assoc. Block Party.

31. Target, Inc., 6225 Vance Ave., to barricade the sidewalk in fron of 1420 Broadway, on Wed. August 25, 1982 for one week, around the clock.
PURPOSE: To place scaffolding for face lift of exterior siding.

32. Mollberg Construction, 5607 Bass Rd. to barricade sidewalk, 918 Calhoun, on August 25, thru October 30, 1982, around the clock.
PURPOSE: To place partition for New fron on law office.

33. J.D. Monroe, 808 Kinnaird, to barricade Kinnaird between S. Wayne,& Indiana, on Sept. 12, 1982 from 8:00 am to 8:00 pm.
PURPOSE: Block Party

34. Bercot Construction Co., Inc. 6015 Huguenard Rd., to barricade North bound lane 1900 bl. of Ardmore, on August 26, thru Sept. 2, 1982. at all times.
PURPOSE: In connection with Junk Ditch Sewer Project.

35. Barbara Floyd, 1029 Maxine, to barricade Maxine between Beaver and Indiana, on Sept, 11, 1982 from 1:00 pm to 10:00 pm.
PURPOSE: Block Party

36. Lynette Getz, 4130 S. Wayne, to barricade S. Wayne between Lexington & Branning, on Sept. 6, 1982 from 10:00 am until 6:00 pm.
PURPOSE: Block Party.

37. Anthony Wayne Bank, 203 E. Berry St., to barricade the allty at Barr to corner of Standard Building, between Main & Berry, from Sept. 30, 1982 until June of 1984, Closed at all times.
PURPOSE: Construction

38. Grant Shipley, Wildwood Park Comm. Assoc. Inc., to barricade across N. Washington Rd. immediately west of intersection with S. Washington Rd. and N. Washington Rd. immediately east of intersection with Hawthorne., on Sept 26, 1982, from 12:30 pm to 6:30 pm.
PURPOSE: Block Party - Annual Picnic

39. Mrs. Bill Winans, 6302 Reserve Line Rd. to barricade Donna Rd. between Interlaken Dr. to Maywood Circle, on Septl, 12, 1982 from 2:00 ;m until 9:00 pm.
PURPOSE: Neighborhood Picnic

40. NIPSCO, 1501 Hale Ave. to barricade the instesections of Jacobs, & Wells,(won't be able to enter West entrance of Jacobs), on Sept. 7, thru Sept. 8, 1982, around the clock.
PURPOSE: Installin 6" Main

41. Marva McOn, 431 Boltz, to barricade the 400 block of Boltx, on Sept. 6, 1982 from noon until 8:00 pm.
PURPOSE: Block Party

42. Michael Kinder & Sons, PO Box 10572, to barricade the alley behind 303 E. Berry, on Sept. 3 thru Sept. 19, 1982 around the clock.
PURPOSE: To place scaffolding, will provide barricades with flashers.

43. Central YMCA, 226 E. Washington Blvd., to barricade the Soap Box Derby Parking Lot in Franke Park, on Sept. 11 and Sept. 12, 1982 , all day on Sat. and Sunday afternoon.
PURPOSE: To be used in a race as an event in the United Way Jubilee.

44. Parks & Recreation, 705 E. State Blvd., to barricade around the clock for the Johnny Appleseed Festival, on Sept. 17, 18 & 19, 1982. (Map with permit, in file).
PURPOSE: Johnny Appleseed Festival

45. Sherwood-Pettit Neighborhood Assoc., to barricade Sherwood Terrace from Harrison to Hoagland, on Sept 11, 1982 from noon until 6:00 pm.
PURPOSE: Block Party

46. Rieth-Riley Construction Co., Inc., 1633 S.R. 327 N. County Line Rd., to barricade Sherman St. from Pape to Frederick on Sept 23, 1982 from 7:00 am to 5:00 pm.
PURPOSE: Street reconstruction

47. Acme Demolition, Jim Highes, 1702 Simon, to barricade the sidewalk in fron of 209 & 213 E. Wallace on Sept. 8, 1982 around the clock.
PURPOSE: Demolition

48. Mary Krouse, 4325 Drury Lane, to barricade Drury Between Indiana & Westover on Sept. 10, 1982 from 3:00 pm to 11:00 pm.
PURPOSE: Block Party

49. Vada Middaugh, 5009 Stony Run Court, to barricade Stoney Run to corner of Warwick & Camden from Essex to Stony Run Lane, on Sept. 11, 1982 from 9:00 am to 5:00 pm.
PURPOSE: 25th Anniversary of Northcrest Civic Assoc.

50. Martin Inc., 4315 Meyer Rd., to barricade the S.W. sidewalk at corner of Clinton & Berry from Alley on Clinton to corner of building at 136 E. Berry., on Sept. 13 thru Sept. 15, 1982 around the clock.
PURPOSE: Demolition at 136 E. Berry.

51. Joey Hunter, 4909 Stratford, to barricade the 4900 block of Stratford at Pettit, on Sept. 12, 1982 from 1:00 pm to 6:00 pm.
PURPOSE: Block Party

52. Requests for permission to hold parades: Requests granted, permits issued.

1. U.A.W. - CAP Council, 3915 E. Pontiac, on Fri. Aug. 6, 1982 starting ar Corner of Lafayette & Washington in front of Holiday Inn,at 11:00 am till 1:00 pm. a rally type gathering remaining in same place.
PURPOSE: Rally

2. Trinity United Methodist Church, 609 Putnam, on Aug. 16, 1982 starting at NW Corner of Putnam & Short at 6:00 pm, and ending time at 6:30 pm. terminating at same point. Approximate number of people is 50, 6 animals and 2 vehicles.
PURPOSE: Vacation Bible School

3. Ft. Wayne Track Club., 6624 Pawawna Dr., on Aug. 21, 1982 starting at Maplecrest Rd. at 7:00 am terminating at 8:15 a.m, at same location. Approximate number of people 200-300.
PURPOSE: Kent Davis Benefit Run

4. Grace United Church of Christ, 4120 S. Webster, on August 28, 1982 starting at 1:00 pm at Lexington & Webster and terminating at 2:00 pm same place. Approximately 50 people.
PURPOSE: Ice Cream Social

5. Avalon Place Civic Association, 7423 Kingsway Dr., on August 30, 1982 starting at Miami Middle School at 7:00 am and terminating at 8:00 pm same point with approximately 200 people.
PURPOSE: Children's Bike parade.

6. Canterbury Green, 2615 Abbey on Sat. Sept. 4, 1982 starting at parking lot - Canterbury Green Country Club at 9:00 am and terminating at 11:00 am at No. 10 tee Golf Course. Approximately 200 - 300 people.
PURPOSE: 5 Mile Run for Nuscular Dystrophy

7. Operation Bread Basket, 1010 E. Pontiac, on Sept. 4, 1982 starting at 1010 E. Pontiac at 8:00 am and terminating at same point at 10:00 pm. There will be 75 to 100 people and 15 - 20 car escorts.
PURPOSE: Bike a thon

8. Northcrest Civic Association, 5009 Stony Run Court, on Sept 11, 1982 starting at Riveria & Wakefield at 10:00 am and terminating at Camden & Stony Run Ct. at 11:00 am. Approximately 30 people and 10 vehicles.
PURPOSE: 25th Celebration of Northcrest Civic Assos.

9. Association for Retarded Citizens of Allen County, Inc, 2542 Thompson Ave, on Sept, 18, 1982 starting at 2542 Thompson Ave at 10:00 am and terminating at 2:00 pm, same point. Approximately 200, and 4 jeeps with radios.
PURPOSE: Bike-A.Thon

10. Ft. Wayne Womens Bureau, 203 W. Wayne, on Sept. 9 1982, starting time at 9:00am at Tecumwah Recreation Center, terminating at 10:00 am at same point. Approximately 300 people.
PURPOSE: 5 Kilometer Run

11. Bishop Dwenger High School, 8207 Quincy Ct. on October 1, 1982, starting at Bishop Dwenger Parking Lot at 6:30 pm and terminating at Zollner Stadium at 7:30 pm. Approximately 20 to 40 vehicles.
PURPOSE: Homecoming Caravan

12. St. Joseph Hospital, 700 Broadway, on Oct. 2, 1982, starting at St. Joseph Hosp. Pkg. lot, Main & Jackson at 9:30 am and terminating at same point at 11:00. Approximately 600 people.
PURPOSE: Walkathon for Wellness

13. Bishop Luers School, 2312 Bellevista, Starting at Bishop Luers H.S. at 8:45 am on October 22, 1982, and terminating at same point at 2:20 pm. Approximately 600 to 650 people.
PURPOSE: Walkathon Fundraiser.

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33. Received request from Water Engineering to advertise contract 82-04, St. Joe Dam Tainter Gates, DSR 041886.

Approved.
Advertise Notice to Contractors on 9-10-82 and 9-17-82.
Receive bids on Wednesday, September 29, 1982 at 9:00 a.m.

34. Received request from Water Engineering to advertise contract 82-02, St. Joe Dam Wash Out DSR 041887.

Approved.
Advertise Notice to Contractors on 9-10-82 and 9-17-82.
Receive bids on Wednesday, September 29, 1982 at 9:00 a.m.

9-8-82 Meeting adjourned at 11:00 a.m.

ATTEST: Sandra E Kennedy

THURSDAY, SEPTEMBER 9. 19B2

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

5. A. Bailey, B. R. Collins, R. A. 5taten Present
5. E. Kennedy.

1. AWARD CONTRACT

Received tabulation and recommendation prepared by Street Engineering Department for Resolution 5950-82, State Blvd., storm sewer, widening, resurfacing, sidewalks and street lighting.

Contract awarded to John Dehner, Inc. at and for their bid in the amount of $166,971.10 subject to councilmanic approval.

2. AWARD CONTRACT

Received tabulation and recommendation prepared by 5treet Engineering Department for Resolution 5952-B2, 1982 Asphalt Resurfacing, 3rd Councilmanic District.

Contract awarded to Brooks Construction Co. at and for their bid in the amount of $306,474.50.

Meeting adjourned at 9:15 a.m.

ATTEST: Sandra E Kennedy

MONDAY, SEPTEMBER 13, 1982

Oepartment of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, S.E.Kennedy. — Present

1. RECEIVE BIOS — Award contract on Wednesday, September 15, 1982 at 9:DD a.m.

Resolution S9S3-B2
2nd & 4th Districts Resurfacing

Brooks Const.	$62D,163.10
Dailey Asphalt	612,934.61
Moellering Const.	634,374.74
Rieth-Riley Const.	649,397.1D
Wayne Asphalt	S89,582.25

2. RECEIVED BIDS — Award contract on Wednesday, September 15, 1982 at 9:00 a.m.

Resolution 367-82,
6D" Brick Sewer from Deister Machine Co.
to Dwenger Ave. Humane Shelter.

Bercot, Inc.	$S04,2B0.DD
John Dehner	4B1,914.00

Meeting Adjourned at 9:15. a.m.

ATTEST: Sandra E Kennedy

WEDNESDAY, SEPTEMBER 15, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting Held at 9:00 a.m.

S.A.Bailey, R.A.Staten S.E.Kennedy — Present

1. AWARD CONTRACT

Received tabulation and recommendation prepared by 8onar & Associates for Sewer Improvement Resolution 364-82, Group 3 Sewer Repairs for the city of Ft. Wayne.

Contract awarded to Land Excavating, Inc. at and for their bid in the amount of $227,943.65 subject to councilmanic approval.

2. AWARD CONTRACT

Received tabulation and reccomendation prepared by 8onar & Associates for Sewer Improvement 372-82, Group 7 Sewer Repairs for the city of Fort Wayne.

Contract awarded to All Star Construction at and for their bid in the amount of $16,911.82 subject to councilmanic approval.

3. AWARD CONTRACT

Received tabulation and recommendation prepared by Street Engineering Department for Resolution 593-82 1982 Asphalt Resurfacing in the 2nd & 4th Districts.

Contract awarded to Wayne Asphalt & Construction Co., Inc. at and for their bid in the amount of $589,582.25 subject to councilmanic approval.

4. Received the following driveway applications:

Approved and permits issued.

3220 Thames	L. M. Meyer
916 Aurora Knoll	Holida Homes
1222 Coliseum	Simmerman Const.
811 Larch Lane	Holida Homes
1409 Clara	H. Steinbacher
7520 Kingsway Dr.	Hoffman Const.
Winchester Road	
Athletic Complex	Reith-Riley
"	"

5. Received the following sidewalk applications:

Approved and permits issued.

4903 Old Mill Road	Form & Pour Concrete

6. Received the following street cut Applications:

Approved and permits issued.

1822 8roadway	L.I. Griffin
Calhoun so. of Pontiac	
	Gen. Tel.
2002 S. Calhoun	Wilson Exc.
824 Conrad	NIPSCO
N. side of Dalman btw. Warsaw & Monroe	Gen. Tel.
3906 Eastway	NIPSCO
3430 Fairfield	NIPSCO
1315 Fourth	"
John St. N. of Tillman	Gen. Tel.
6901 Koester	NIPSCO
Lafayette N. of Brackenridge	Gen. Tel.
2120 Lakeview	NIPSCO

6. Street cut applications continued:

1700 Main St.	C. M. Golias
3601 S. Monroe	NIPSCO
1014 Oakland	"
4206 Patrick Ln.	"
Pennsylvania from Warren to Kitch	"
Pontiac @ Jane	Gen. Tel.
Pontiac btw. Smith and Gay	"
3818 Wild Rose	NIPSCO
457 Suttenfield	L.L. Griffin
Thieme Dr.	NIPSCO
2317 Winter	J&G Water & Sewer
2702 Gay	NIPSCO
1718 Milan	"
5131 Oliver	"
1910 Sherman	"
1919 Wells	"

7. Received request for installation of a street light at Burgess and Degroff.

Approved and ordered Street Lighting Engineering to investigate and report.

8. Received request for installation of an alley light in the rear of 3902 Hoagland and 401 W. Rudisill.

Approved and ordered Street Lighting Engineering to investigate and report.

9. Received Change Order #1 and Final on Ludwig Road Water Main, Resolution 1024-81, increasing the contract price $468.52.

Approved and ordered sent to Common Council for their approval.

10. Received completion affidavit and maintenance bond from Brooks Construction for Yardley Manor, Phase I Water Contract.

Approved and ordered Acceptance Letter to be written.

11. Received invoice from Dailey Asphalt in in the amount of $5,751.77, retainage withheld on Resolution 5914 -81.

Approved and ordered invoice be sent to Community Development & Planning for payment.

12. Received invoice from Dailey Asphalt in the amount of $6,143.55, retainage withheld on Resolution 5913 - 1981.

Approved and ordered invoice be sent to Community Development & Planning for payment.

13. Received invoice from Dailey Asphalt in the amount of $4,618.65, retainage withheld on Resolution 5918-81.

Approved and ordered invoice be sent to Community Development & Planning for payment.

14. Received invoice from Bonar & Associates in the amunt of $8,231.72 for engineering services on State Blvd.

Approved and ordered invoice to be paid from LR&S Account #138 972 0021 4431.

15. Received invoice from Gaines Construction in the amount of $34,571.61 for work performed on Resolution 5931-82, Nebraska Neighborhood, Phase VII.

Approved and ordered invoice to be sent to Community Development & Planning for payment.

16. Received invoice from Wayne Asphalt in the amount of $4,318.43, retainage withheld on Resolution 5919 -81.

Approved and ordered invoice be sent to Community Development & Planning for payment.

17. Received invoice from Bonar & Associates in the amount of $163,448.25 for 1982 Flood Damage Repairs, Engineering services per Agreement of 6-2-82.

Approved and ordered sent to City Utilities for payment.

18. Received Special Street Permits for Congressional Industial Park, Section I. — Approved and permit issued.

19. Received Agreement for Professional & Technical Services between the City of Fort Wayne and the Department of Community Development & Planning. — Approved and a true copy herein incorporated.

20. Received contract with T-G Excavating, Inc. for Resolution 363-82, Terminal Ponds and Sludge Lagoons Reconstruction Project, 1982 Flood Damage. — Approved and ordered sent to Common Council for their approval.

21. Received contract between Wayne Asphalt and Construction Co., Inc. and the City of Fort Wayne for Resolution 5949-82, 1982 Resurfacing in the 5th District. — Approved and ordered sent to Common Council for their approval.

22. Received contract between Dialey Asphalt Products Co. and the City of Fort Wayne for Resolution 5947-82, Coldwater Road, St. Joe Road, and Coliseum Blvd. South. — Approved and ordered sent to Common Council for approval.

23. Received contract between Brooks Construction Co., Inc. and the City of Fort Wayne for Resolution 5948-82, 1982 Resurfacing in the 6th District. — Approved and ordered sent to Common Council for their approval.

24. Received invoice from Brooks Construction Co., Inc. in the amount of $2,300.00 for work performed to emergency sewer repair on Beacon Street. — Approved and ordered invoice paid from MVH Fund 128 972 STPR 4431.

25. Received invoice from Old Fort Supply Co., Inc. in the amount of $367.88 for emergency drainage problem at Fernwood and Winter. — Approved and ordered invoice paid from MVH Fund 128 972 STPR 4431.

26. Received contract between Earth Construction and Engineering, Inc. and the City of Fort Wayne for Resolution 365-82, 1200 block of N. Barr Street Storm Sewer Repair Project. — Approved and ordered sent to Common Council for their approval.

27. Received invoices from Hoosier Fence Co., Inc. in the amount of $1,834.00 for Energite Array to be used in conjunction with the West Jefferson-West Main-Illinois Road Improvement Project, Resolution 5926-82. — Approved and ordered invoice paid from LR&S #138 972 0024 4431.

28. Received from Bonar & Associates, Inc. the fee for additional work due to the additional damages found at the Sewage Treatment Plant and Sludge Lagoons. Two D.S.R.'s were prepared for this work, 42047 and 42049. — Approved.

		Basic Fee	Resident Services Fee
42047	WPC Plant work: flood proof air duct, flood proof air intake provide gate structure.	$1,048.00	$552.00
42049	Replace 2 sections depressed 18" sewer at sludge lagoons.	1,086.00	552.00

29. Received agreement between the City of Fort Wayne and Edgewood Utilities for the city's purchase of said utilities' assets.

Approved and a true copy herein incorporated.

30. AWARD CONTRACT

Received tabulation and recommendation from Water Pollution Control Engineering for Resolution 367-82, Dwenger Ave. 60" Brick Sewer from Deister Machine to Humane Shelter.

Contract awarded to John Dehner, Inc. at and for their bid in the amount of $481,914.00 subject to councilmanic approval and subject to Federal Emergency Management Agency approval.

31. Received Sewer Improvement Resolution 376-82, Nebraska Lift Station Outfall Repair, DSR's 042048 and 044819, from Water Pollution Control Engineering.

Approved and adopted. A true copy herein incorporated.

Advertise "Notice to Contractors" September 20, and 29, 1982.

Receive bids on October 7, 1982 at 9:00 a.m. (Thursday)

Meeting of 9-15-82 adjourned at 10:15 a.m.

ATTEST: Sandra E Kennedy

THURSDAY, SEPTEMBER 16, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, S. E. Kennedy. — Present

RECEIVE BIDS

1. Civic Center Parking Garage Phase II — Award contract on Friday, Sept. 17, 1982

Baystone Construction	$2,759,000
Etkin, Johnson & Korb Inc.	3,234,800
Hagerman Construction	2,668,800
Indiana Construction	2,758,000
Irmscher & Sons	2,661,600
James S. Jackson	2,724,000
Miller Davis	2,588,400
Weigand Construction	2,828,975
F. A. Wilhelm Construction	2,833,000

2. Received the following partial payments approved by the Water Pollution Control Engineering Department for ST. JOE STUDY AREA C-180599-06:

	Payment	Escrow	Bank
a. L. W. Dailey, Inc. for partial payment #11, Sewer Resolution 311-80.	$23,726.16		
b. Weitzel Construction Co., Inc. for partial payment #17 Resolution 312-80.	154,593.58		
c. Earth Construction & Eng. Inc. for partial payment #15, Resolution 314-80.	90,816.66		
d. Earth Construction & Eng. Inc. for partial payment #10, Resolution 316-80.	758.00		
e. T-G Excavating, Inc. for partial payment #8 Resolution 321-80 .	15,900.08		

3. Received the following partial payments approved by the Water Pollution Control Engineering Department for SPY RUN STUDY AREA C-180599-07:

	Payment	Escrow	Bank
a. Bercot, Inc. for partial payment #9 Resolution #324-80. (FINAL BILL)	1,311.50		
b. Bercot, Inc. for partial payment #8 Resolution #326-80.	2,695.98	1,730.10	Indiana Bank & Trust
c. Scheidleman Excavating, Inc., partial payment #9 Resolution 329-80.	4,222.07		

4. Received the following partial payment approved by the Water Pollution Control Engineering Department for NORTH MAUMEE STUDY AREA C-180599-08

	Payment	Escrow	Bank
a. John Dehner, Inc. for partial payment #12 Resolution 330-80.	500.00		

4. Received the following partial payment approved by the Water Pollution Control Engineering Department for NORTH MAUMEE STUDY AREA C-180599-08: (Continued)

		Payment	Escrow	Bank
b.	John Dehner, Inc. for partial payment # 12 Resolution 335-80.	$81,876.40		
c.	John Dehner, Inc. for partial payment #9 Resolution 336-80.	9,870.00		
d.	Bercot, Inc. for partial payment #6 Resolution 340-80.	39,014.10	3,279.15	Indiana Bank & Tru

5. Received the following partial payment approved by the Water Pollution Control Engineering Department for JUNK DITCH STUDY AREA C-180599-09:

		Payment	Escrow	Bank
a.	Ness Excavating, Inc. for partial payment #5 Resolution 347-80.	18,991.59		
b.	T-G Excavating, Inc. for partial payment #9 Resolution 349-80.	25,516.40		
c.	Ness Excavating, Inc. for partial payment #10 Resolution 350-80.	4,774.78		
d.	Bercot, Inc. for partial payment #5 Resolution 352-80.	21,243.61	2,360.40	Indiana Bank & Trust

Meeting adjourned at 10:00 a.m.

Sandra E Kennedy

Thursday, September 16, 1982

Department of Public Works
Office of the 8oard
Room 910, Ciyt-County 8uilding
Regular meeting held at 3:30 p.m.

S.A.8AILEY, R. A. STATEN, 8.R.COLLINS,
Sandra E. Kennedy, Clerk

1. HEARING ON CONFIRMATION:

   Street Lighting Resolution No. 162-82 for the installation of ornamental street lighting on Lough Nest.

   Continued to Thursday, September 30, 1982 at 3:30 p.m.

   Time up to receive remonstrance Monday, September 27, 1982 at 5:00 p.m.

2. Received request from trustees of the North Highlands Church of Christ, Inc., to enter into an agreement with the City of Fort Wayne, Indiana, for said Church to construct a hard surface parking lot on Church property and agrees that this is a temporary permit and when such time that a storm sewer and/or better drainage facility becomes available Church will construct at its own expense an internal drain.

   Approved. A true copy is incorporated herein.

Meeting adjourned at 4:00 p.m.

ATTEST:
Sandra E. Kennedy

Friday, September 17, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 11:00 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS,
Sandra E. Kennedy, Clerk

1. AWARD CONTRACT:

Received tabulation and recommendation prepared by Gibson, Tourney, Kim, Inc., consultants for Civic Center Parking Garage, Phase II, for the City of Fort Wayne, Indiana, located on the North side of Jefferson Street between Calhoun and Clinton Streets.

Award contract to Miller-Davis Company at and for their bid in the amount of $2,588,400.00 subject to councilmanic approval.

2. RESOLUTION 72-96-2

Resolution presented to comdemn and appropriate the entire fee simple ownership and title as well as all rights of any kind for real estate described as Lot A in Hamilton's Fifth Addition in Fort Wayne, Allen County, Indiana.

Approved and adopted.
A true copy herein incorporated
Hearing to held on October 12, 1982 at 9:00 a.m.

Meeting adjourned at 11:20 a.m.

ATTEST:

MONDAY SEPTEMBER 20, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, S.E.Kennedy. — Present

1. RECEIVED BIDS: Resolution 368-82
5py Run & Elizabeth Ave. Sewer.

All Star Excavating	$39,334.00
Bercot, Inc.	27,782.50
John Dehner, Inc.	34,625.00
Earth Const.	25,027.50
Land Excavating	26,889.00
T-G Excavating, INc.	36,955.50

Award contract on Wednesday, September 22, 1982 at 9:00 a.m.

2. RECEIVED BIDS: Emergency Resolution 72-72-4, Berry & Hanna St. Sewer Repair

Bercot, Inc.	$61,235.00
John Dehner, Inc.	58,475.00
Earth Const. & Eng.	34,610.50
T-G Excavating	36,208.00

Award contract on Wednesday, September 22, 1982 at 9:00 a.m.

Meeting adjourned at 9: 30 a.m.

ATTEST: Sandra E Kennedy

TUESDAY, SEPTEMBER 21, 19B2

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 10:00 a.m.

CAB HEARING WITH THE BOARD OF PUBLIC WORKS AND THE BOARD OF PUBLIC SAFETY

S.A.Bailey, R.A.Staten, S.E.Kennedy, Clerk;

N. Palermo, W. White, B. Guebard.

Present

1. Received request from Red Carpet Cab, Inc. for 10 additional cabs to increase their fleet.

Approved by the Board of Public Works and the Board of Public Safety;

Permit issued by the Board of Public Safety on this same date.

Meeting adjourned at 10:20 a.m.

ATTEST: Sandra E Kennedy

WEDNESDAY, SEPTEMBER 22, 19B2

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, S.E.Kennedy — Present

1. AWARD CONTRACT
Received tabulation and recommendation from WPC Engineering for Resolution 368-B2, Spy Run & Elizabeth (DSR-044897).

Contract awarded to Earth Construction & Engineering, Inc.at and for their bid in the amount of $25,027.50 subject to councilmanic approval.

2. AWARD CONTRACT
Received tabulation and recommendation from WPC Engineering for Resolution 72-73-4, 60" Brick Sewer at Berry and Hanna. (DSR- 048183)

Contract awarded to Earth Construction & Engineering, Inc. at and for their bid in the amount of $34,610.50, subject to councilmanic approval.

3. RECEIVE BIDS:
Water Contract 82-03, Cedarville Reservoir

Award contract on Wednesday, September 29, 1982 at 9:00 a.m.

All Star Const.	$6,842.14
John Dehner, Inc.	9,346.00
Land Excavating	9,326.70
T-G Excavating	6,507.00

4. Received the following sidewalk applications:

Approved and permits issued.

340 W. Maple Grove	Form & Pour Concrete
1714 Fairhill	R.J. Houser
900 S. Harrison	Wayne Cooley, Inc.
3105 Alexander	Tomei Const.
3114 Alexander	Tomei Const.

5. Received the following driveway applications:

Approved and permits issued.

1714 Fairhill Rd.	R. J. Houser
914 W. Pasadena	H. McCombs & Sons
1414 Archer Ave.	N. Highlands

6. Received the following street cut applications:

Approved and permits issued.

2104 Alabama	NIPSCO
1524 Bayer Ave.	C.U.
3B22 Beaver	"
6402 Bradbury Ln.	NIPSCO
4500 Calhoun	C.U.
557 Charlotte	"
4925 Charlotte	"
N.E. corner of Cortland & Charlotte	"
Crescent & Delaware	"
Dale & Bluffton	"
23B E. Dewald	NIPSCO
250B Drexel	C.U.
115 Dunbar Ln.	"
923 Elmer Ave.	NIPSCO
4046 Euclid	C.U.

6. continued

Executive Blvd. btw. Progress & Profit	Harris McBurner Services
Forest e. of Alabama Ave.	NIPSCO
2619 Glencairn Dr.	C.U.
1340 Grant	NIPSCO
2909 Holton	C.U.
3335 Ivy League	NIPSCO
1126 Jefferson	C.U.
4435 L. Huntington	"
McKinnie& Smith	"
1617 Production	NIPSCO
2511 Randall Rd.	C.U.
1901 W. State	NIPSCO
4066 Trier Rd.	"
4122 Vail Ct.	"
1402 E. Wayne	C.U.
Woodhurst & South Wayne	"
1126 Burgess	NIPSCO
1602 Harrison	"
1209 Herbert	"
920 Liberty	"
2501 Smith	"
3113 Smith	"
615 E. Washington	"
2407 W. State Ct.	"

7. Received contract between the city of Fort Wayne and Ground Services, Inc. for Resolution 359-82, Cook Road Sanitary Sewer.

Approved and ordered sent to Common Council for their approval.

8. Received Memorandum of Understanding between City Utilities and the Board of Aviation Commisioners whereby the city will provide the services of a certified operator for the water distribution system and water treatment plant owned by the Commission.

Approved and a true copy herein incorporated.

9. Received invoice from Dailey Asphalt in the amount of $42,698.72 for work done on Resolution 5937-82, Reed, Vance, & Kirkfield Resurfacing.

Approved and ordered invoice to be paid from LR&S Acct. 402 138 972 0027 4431.

10. Received Final Partial Payment #6 from Worthington Pump Corp. in the amount of $3,000.00 for Water Works Improvements at St. Joe Dam, Contract No. 77-W-4.

Approved and ordered payment to be made by City Utilities.

11. Received invoice #48 from HNT&B in the amount of $22,088.29 for engineering services on AWT, C-180774-03.

Approved and ordered City Utilities to pay invoice.

12. Received contract between the City and T-G Excavating, Inc. for Cook Road Feeder Main, 82-XP-4.

Approved and ordered sent to Common Council for their approval.

13. Received Resolution 5958-82, 1982 Resurfacing on Bond Issue, portions of some 18 streets.

Approved and a true copy herein incorportated.

Advertise "Notice to Contractors" on September 24 & October 1, 1982.

Received bids on Wednesday, October 13, 1982 at 9:00 a.m.

14. Received Resolution 375-82, Group 6A & C, Misc. Repairs at the Water Pollution Control Plant, from Bonar & Associates. DSR's - 047106, 047103, 047107, 047108, 047110, 047126, 047128 and 042047.	Approved and a true copy is herein incorporated. Advertise "Notice to Contractors" on October 4 and 11, 1982. Received bids on Friday, October 22, 1982 at 9:00 a.m. Ordered Bonar & Associates to prepare the bid documents.
15. Received request from Water Engineering to authorize Accounting Department to invoice Redevelopment Commission in the amount of $28,440.63 for water main on Harrison St. - Botanical Cardens, 82-XP-2, W.O. 63502.	Approved and ordered City Utilities to invoice Redevelopment Commission.
16. Received invoice from John Dehner, Inc. in the amount of $3,927.00 for pavement repair at 6300 Liberty Dr., P. O. A17905.	Approved and ordered payment be made from MVH Fund #128 972 STPR 4431.
17. Received invoice from Hipskind Concrete Corp. in the amount of $2,665.54, retainage due on Resolution 5923-81, Northwest Central, Phase V-B	Approved and ordered invoice to be paid by Community Development & Planning.
18. Received the following petitions for the installation of alley lights: a) the rear of 921 W. Oakdale Dr. b) the alley between 800 block of Anderson Ave. and Prospect Ave. c) the rear of 5613 & 5617 S. Harrison	Approved and ordered Street Lighting Engineering Department to investigate and report.
19. Received the following petitions for the installation of street lights: a) in front of 620 Vance Ave. b) 4800 block of Oliver St.	Approved and ordered Street Lighting Engineering Department to investigate and report.
20. Received Sewer Resolution 366-82, Third Street Lift Station Outfall Repair, DSR 047084.	Approved and adopted. A true copy is herein incorporated. Advertise "Notice to Contractors" on September 24, and October 1, 1982. Receive bids on October 13, 1982 at 9:00 a.m. Ordered WPC Engineering to prepare the bid documents.

9-22-82 Meeting adjourned at 10:15 a.m.

ATTEST: Sandra Kennedy

Wednesday, September 29, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, and Sandra E. Kennedy — Present

1. Received the folowing driveway applications: — Approved and permits issued.

945 Burgess	Jeff Pelkinton
1315 N. Anthony	Deer-Mer Construction
2805 Fairfield	Furman Steury Contractor, Inc.

2. Received the following street cuts: — Approved and permits issued.

2807 Abbott	City Utilities
2005 Birchwood	Shoda Enterprises, Inc.
6527 Bittersweet	NIPSCO
3030 Bowser	"
331-335 W. Butler	"
354 W. Butler	City Utilities
2501 S. Calhoun	City Utilities
2506 Carlton Ct.	NIPSCO
2521 Carlton Ct.	"
2530 Carlton Ct.	"
507 Colerick	City Utilities
5025 Devonshire Dr.	NIPSCO
506 E. Dewald	"
1152 Division	"
1223 Eliza	"
2806 Euclid Ave.	"
4025 Euclid Ave.	City Utilities
1126 Franklin Ave.	City Utilities
5006 Harrison St.	NIPSCO
2523 & 2525 Holton	Martin Enterprises
506 Jackson St.	NIPSCO
1919 Kendawa	City Utilities
2101 Kenwood Ave.	City Utilities
Lafayette 85' S/ of Columbia	Indiana & Michigan Elec.
807 Larch Lane	NIPSCO
Main St. @ Camp Allen Dr.	WPC Engineering
1439 W. Main	NIPSCO
1315 W. Main	"
3377 Maumee Ave.	"
3801 Maumee Ave.	Bercot-Cibson Inc.
1626 Oxford	NIPSCO
Oxford bet. Lindberg & Eastrow	Ft. Wayne Water Utility
809 Prospect Ave.	NIPSCO
5720 Remington Dr.	"
2401 Sherborne Blvd.	"
Steup-Huffman	City Utilities
4117 Vail Ct.	NIPSCO
4124 Westbury Dr,	"
2333 White Oak	City Utilities
2503 Winch	City Utilities
7519 Winchester Rd.	NIPSCO
Woodhurst-S. Wayne	City Utilities
2728 Bowser	NIPSCO
2926 Bowser	"
2528 Cambridge	"
821 Eckert	"
722 Greenlawn Ave.	"
2803 Oliver	"
S. W. corner of Oxford & Hessen Cassel	"
3915 Wayne Trace	"

3. Received the following sidewalk applications. — Approved and permits issued.

210 E. Jefferson	Mannes, Inc.
3803 S. Wayne.	Ft. Wayne Const. Trader
2504 E. State	Michael Kinder & Sons
1313 Margaret Ave.	Ned Keener Const.
1325 Putman St.	Ned Keener Const.
3925 Bowser	Ned Keener Const.

4. Received petition for street light on Lincolndale Ave. — Approved and ordered Street Lighting Dept. to investigate and report.

5. Received petition for street light on Gaywood at rear of 1103 E. Belmont Dr. — Approved and ordered Street Lighting Dept. to investigate and report.

6. Received petition for street light on East Fairfax Ave. from S. Anthony Blvd. to Werling Drive. — Approved and order Street Lighting Dept. to investigate and report.

7. Received petition for water main on St. Joe Road - 8449 to 8617. — Approved and ordered Water Engineering to investigate and report - B. O. #175-82.

8. Received recommendation of installation of street light order #4986 for street light at Fillmore - total cost $225.00. — Approved.

9. Received recommendation of installation of street light order #4987 for street lighting on Hillside bet. Sallie & Delaware, total cost $3,325.00. — Approved.

10. Receive Bids — Award Contract on Wednesday, October 6, 1982 at 9:00 a.m.

Resolution 373-82, Group 8 Sewer Repairs

Bercot, Inc.	$65,405.00
John Dehner, Inc.	56,224.00
Land Excavating	39,825.50
T-G Excavating	50,113.00

11. Receive Bids — Award Contract on Wednesday, October 6, 1982 at 9:00 a.m.

Contract 82-02, St. Joeeph Dam & Pumping Station West End Washout Damage Repairs.

John Dehner, Inc.	$13,665.00
Land Excavating	7,545.31
T-G Excavating, Inc.	11,994.00

12. Receive Bids — Award Contract on Wednesday, October 6, 1982 at 9:00 a.m.

Contract 82-04, St. Joseph Dam & Pumping Station Tainter Gates

John Dehner, Inc.	$31,530.00
Indiana Construction	29,900.00
Shambaugh & Son	40,897.00

13.	Award Contract Received tabulation and recommendation prepared by Water Engineering on Water Contract 82-03, Cedarville Oam, OSR's - 041888 and 044892.	Contract awarded to T-G Excavating, Inc. at and for their bid in the amount of $6,507.00 subject to councilmanic approval.
14.	Received invoice from Moellering Construction in the amount of $1,851.36 for work performed on Resolution 5941-82, OSR 041864.	Approved and ordered invoice to be paid by City Utilities from Appropriation 5 12 501 E10 14 364.
15.	Received invoice from Moellering Construction in the amount of $1,682.24 for work performed on Resolution 5941-82, OSR 041863, Northside Orive, etc.	Approved and ordered invoice to be paid from Appropriation 5 12 501 E10 14 364, by City Utilities.
16.	Received invoice from Moellering Construction in the amount of $2,386.55 for work performed on Resolution 5941-82, OSR 041860.	Approved and ordered invoice to be paid from Appropriation 5 12 501 E10 14 364 by City Utilities.
17.	Received invoice from Moellering Construction in the amount of $3,057.21 for work performed on Resolution 5941-82, DSR 041853.	Approved and ordered invoice to be paid from Appropriation 5 12 510 E10 14 364 by City Utilities.
18.	Received invoice from Moellering Construction in the amount of $2,498.43 for work performed on Resolution 5941-82, DSR 041856.	Approved and ordered invoice to be paid from Appropriation 5 12 501 E10 14 364 by City Utilities.
19.	Received invoice from Oailey Asphalt in the amount of $30,429.95 for work performed on Resolution 5936-82, 1982 Resurfacing of Trier Road.	Approved and ordered invoice to be paid from LR&S 138 972 0033 4431.
20.	Received invoice from Oailey Asphalt in the amount of $35,118.70 for work performed on Resolution 5937-82, 1982 Resurfacing on Reed, Vance & Kirkfield.	Approved and ordered invoice to be paid from LR&S 402 138 972 0027 4431
21.	Received invoice from Turnbell Engineering Co., Inc. in the amount of $16,587.00 for engineering services of N&W railroad crossings.	Approved and ordered invoice to be paid from LR&S 402 138 972 0018 4431.
22.	Received invoice from Gaines Construction Co., Inc. in the amount of $19,417.05 for work performed on Resolution 5931-82, Nebraska Neighborhood Phase VII.	Approved and ordered invoice to be paid by Community Oevelopment & Planning.
23.	Received invoice from Turnbell Engineering Co., Inc. in the amount of $4,654.00 for engineering services of N & W railroad crossings.	Approved and ordered invoice to be paid from LR&S 402 138 972 0010 4431.
24.	Received invoice from Clyde E. Williams & Associates in the amount of $9,968.07, the consultants on the ByPass signal interconnect project.	Approved and ordered invoice to be paid from LR&S 138 972 0011 4431.
25.	Received invoice from Bonar & Associates in the amount of $14,239.80 for engineering services on Bluffton Road project.	Approved and ordered invoice to be paid from LR&S 402 138 972 0017 4431.

26. Received pay estimate #61 from Hagerman-Shambaugh in the amount of $99,958.05 with escrow to Lincoln National Bank in the amount of $5,260.95 for work performed on Water Pollution Control Plant Expansion C-180538, Division I.

Approved and ordered City Utilities to pay invoice.

27. Received invoice from Brooks Construction Co., Inc. in the amount of $72,459.00 for work performed on Resolution 5948-82, 1982 Asphalt Resurfacing in the 6th District.

Approved and ordered invoice to be paid from Street Bond.

28. Received request from Purchasing for approval of P. O. A-012649 to Tri-State Plumbing for their low bid on two 24" Butterfly Valves for Water Maintenance.

Approved and ordered sent to Common Council for their approval.

29. Received request from Purchasing for approval of P.O. A-012639 and A-012640 to Allen County Motors for their low bid on three 3/4 ton pick-up trucks - two for Water Pollution Control and 1 for the Filtration Plant.

Approved and ordered sent to Common Council for their approval.

30. Received request from Purchasing for approval of P.O. A-012618 to S. E. Jahn, Inc. for their low bid to repair roofs at Morton, Nebraska & Tecumseh Lift Stations for the WPC Plant.

Approved and ordered sent to Common Council for their approval.

31. Received recommendation from WPC Engineering the Zehr Sanitary Sewer on Tonkle Road meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the City's sanitary sewer system.

Approved and ordered Acceptance Letter be written.

32. Received recommendation from WPC Engineering that the Reckeweg Road Sanitary Sewer meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the city's sanitary sewer system.

Approved and ordered Acceptance Letter be written.

33. Received recommendation from WPC Engineering that the Terrace Estates Sanitary Sewer meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the city's sanitary sewer system.

Approved and ordered Acceptance Letter be written.

34. Received request for WPC Engineering to release Escrow from 5% to 2% of the contract price for the following contractors:

Approved.

	Resolution	Release	Retain
Weitzel	312-80	$33,301.85	$18,300.00
Earth	314-80 I	24,215.80	16,100.00
Earth	315-80	9,502.98	6,300.00
Earth	316-80	11,334.07	7,500.00
Earth	319-80	12,838.75	8,400.00

35. Received recommendation from WPC Engineering that the Wild Meadow Sanitary Sewer meets the city of Fort Wayne's standards and specifications and can be accepted as an integral part of the city's sanitary sewer system.

Approved and ordered Acceptance Letter be written.

36.	Received Agreement for Water Pollution Control Consulting Services with Carl W. Wagner.	Approved. A.true copy herein incorporated.
37.	Received Quit-Claim Deed conveying property deeded to the City of Fort Wayne which is in Housing and Neighborhood Development Services, Inc.'s homestead program to the homesteader, Patricia Owen, who has completed the requirements. The real estate is described as Lot 8 in DeVilbiss and Knoche's Addition to the City of Fort Wayne, Indiana, according to the recorded Plat thereof.	Approved. A true copy herein incorporated.
38.	Received Change Order #1 (Final) on Resolution 1026-81, Southdale Ave. Water Main Extension, with Scheidleman Excavating, deducting $175.79 from original contract price.	Approved and ordered sent to Common Council for their approval.
39.	Received Change Order #9, Resolution 310-80, Phase I, Rocco Ferrera and Co., adding $59,662.50 to original contract price.	Approved and ordered sent to Common Council for their approval.
40.	Received Engineering Service Supplemental Agreement for Change Orders 25,26,27 and 28 from HNTB in the amount of $139,831.00.	Approved. A true copy herein incorporated.
41.	Received Sewer Construction Permit for Golden Years Homestead Phase 3 Sanitary Sewer Extension.	Approved and permit issued. Board Order N. 176-82.
42.	Received Water Main Extension for Resolution 1024-81, Ludwig Road, from Water Engineering.	Approved. A true copy herein incorporated.
43.	Received Change Order #1, Resolution 362-82, Group 6B, Terminal Ponds & Sludge Lagoons, with T-G Excavating, Inc.	Approved. And ordered sent to Common Council for their approval.
44.	Received agreement between the city of Fort Wayne and Bonar & Associates to include Backwater Gates and Lift Stations in Bonar's revised agreement as of May 26, 1982.	Approved. The cost for these services will fall within the present maximum fee established in the May 26, 1982 Revision of the Original March 16, 1982 Agreement. A true copy herein incorporated.
45.	Received Agreement between the City of Fort Wayne and Bonar & Associates for professional services in preparing a study of the 60" Berry Street sewer system from Begue Street to Anthony Blvd. for a lump sum not to exceed $7,000.00.	Approved. A true copy herein incorporated.
46.	Received report from Street Engineering on the paving of the alley between Calhoun & Harrison and Pettit & Lenox. The city cost would be $7,000.00.	Not approved, no money available at this time.

47. Received pay estimate #9 from Hagerman-Shambaugh in the amount of $1,642,900.50 with escrow to Lincoln National Bank in the amount of $182,544.50 for work performed on AWT C-180744-03.	Approved. Promissory Note issued to Contractor for $91,272.25. Payment made to Contractor for $1,551,628.25. Promissory Note issued to Escrow of Lincoln National Bank for $182,544.50.

THURSDAY, SEPTEMBER 30, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

S. A. Bailey, R. A. Staten, and S. E. Kennedy, Clerk	Present
1. HEARING ON CONFIRMATION:	
Street Lighting Resolution 162-82 for the installation or ornamental street lighting on Lough Nest.	Confirmed. Advertise Notice to Contractors October 18 & 25, 1982. Receive Bids on Friday, November 5, 1982 at 9:00 a.m. Ordered Street Lighting Engineering to prepare bid documents.

ATTEST: Sandra Kennedy

Wednesday, October 6, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, & S. E. Kennedy.	Present
1. AWARD CONTRACT: Received tabulation and recommendation prepared by Water Engineering for Water Contract 82-02, placement of grouted rip-rap and crushed stone at St. Joe Dam.	Contract awarded to Land Excavating, Inc. at and for their bid of $7,545.31 subject to councilmanic approval.
2. AWARD CONTRACT: Received tabulation and recommendation prepared by Water Engineering for Water Contract 82-04, repalce and install tentie rods and one "J" seal on four Tainter gates at the St. Joe Dan.	Contract awarded to Indiana Construction Corporation at and for their bid of $29,900.00 subject to councilmanic approval.
3. AWARD CONTRACT: Received tabulation and recommendation prepared by Bonar & Associates for Sewer Improvement Resolution 373-82, Group 8 Sewer Repairs.	Contract awarded to Land Excavating, Inc. at and for their bid of $39,825.50 subject to councilmanic approval.
4. Received the following driveway applications: 1616 Maumee — V.L.Tabron 4312 Dodge Ave — H. McComb & Sone 2310 Glenwood — T.J. Tomie Sr.	Approved and permits issued.
5. Received the following sidewalk applications: N. E. Corner of Ewing & Washington — T & F Construction 2120 Tyler — E. P. Holliday	Approved and permits issued.
6. Received a petition for the installation of a street light at the corner of Abbott and Oxford.	Approved and ordered Street Lighting Engineering Department to investigate and report.
7. Received invoice from Earth Construction & Engineering in the amount of $14,675.00 for Water Contract 82-XP-1.	Approved and ordered City Utilities to pay invoice.
8. Received partial payment 36 from Hagerman-Shambaugh in the amount of $40,000 for Water Works Improvement at the Filtration Plant.	Approved and ordered City Utilities to pay invoice.
9. Received invoice #1 from John Dehner, Inc, in the amount of $37,657.17 for Resolution 5934-82, Oxford Neighborhood Phase VII	Approved and ordered Community Development & Planning to pay invoice.
10. Received Encroachment Report - Harold M. & Deborah A. Cartwright, 1619 Sinclair St.	Approved.
11. Received Encroachment Report - Hefner Chevrolet 500 E. State.	Approved.

12. Received the following requests for barricades: Approved and permits issued.

1. CMS Roofing, Inc. - Bradley Miller, P.O. Box 5380, to barricade the south sidewalk on Douglas between Harrison & Calhoun, on Sept. 20, 1982 for 25 days, around the clock. Need 4 Parking meters hooded.
PURPOSE: Reroffing Project.

2. Lillie Huneck, 919 Fairfield Ave. to Barricade the entrance of alley behind St. Paul Catholic Church between Ewing & Fairfield, on Wash. into Parking lot entrance, on Sat. Sept. 18, 1982 from 8 am to 8 pm.
PURPOSE: Festival

3. NIPSCO, Kathy, 1501 Hale Ave. to barricade the Intersection of Wells and Archer- starting at North bound lane, on Sept. 23 thru Sept. 27, 1982, around the clock.
PURPOSE: Running main.

4. Allen County Council of Veterans Organization, P.O. Box 10373, barricaded 1 block North and South of Wayne St. starting at Fairfield, east to Calhoun, North on Calhoun, and at each intersection one block east and west down Calhoun St. to Claire St., on Wed. Nov. 10, 1982 starting at 7:00pm to 8:00 pm.
PURPOSE: Veterans Day Parade.

5. Gregg Kayser, 11228 Highway 14 E. New Haven, 46774 to barricade the Northrup Parking Lot, on Oct. 2, 1982 from 5:00 am to 9:00 pm.
PURPOSE: Band Rally

6. Allen County Election Bd., Room 200 A - Courthouse, to barricade Freimann Parking Lot for four meters from the 18th thru the 23rd. of Oct. and then an additional 20 for a total of 24 spaces beginning Oct. 25. At all times.
PURPOSE:Hood meters for use of the people who go out to vote the confined & after the election for the Canvas Bd. Assistants.

7. Allen County Election Bd., Room 200 A - Courthouse, to barricade the Public Library entrance from W. end of Bldg. on S. side of Wayne, between Webster & Ewing St., on Nov. 1, and Nov.2, 1982 after 5:00 am.
PURPOSE: Hood meters so voters can park from 5 am to 10 pm on Nov. 2, 1982

8. Allen County Election Bd., Room 200 A - Courthouse, to barricade at the Federal Bldg. on Harrison St. West side between Breckenridge & Douglas, from 5 am to 10 pm on Nov. 2nd, 1982.
PURPOSE: To place voters parking only signs.

9. Allen County Election Bd., Room 200 A - Courthouse to barricade Court St. in the early am of October 30th, 1982.
PURPOSE: Inspectors picking up election supplies, No Parking Signs to be Placed.

10. Allen County Election Board, Room 200 A Courthouse, to barricade Court St. on Nov. 2 from 5 am to 12 pm.
PURPOSE: No parking on both sides of Court St. for use of employees, mechanics, etc. during election day. Inspectors to return their supplies in the evening.

11. Rieth Riley, Dan Kruse, 1633 N. County Line Rd. Huntertown, In, to barricade the intersection of 5th and Cass St. on Wed. Sept. 15 thru the 17th, 1982, at all times.
PURPOSE: Emergency - Rebuilding catch basin and sewer line.

12. Bauermeister Auction & Realty Co. 7415 Maples Rd. to barricade alley in rear of 4126 Lafayette St. on Sept. 18, 1982 from 7 am to 5 pm.
PURPOSE: Auction conducted in garage.

13. Brooks Construction Co., 1123 Barthold St, 46898 to barricade at Hobson between Trier & Stellhorn, on Sept. 13 thru Dec. 1, 1982 around the clock.
PURPOSE: Widening project.

14. Bloomingdale PTA, Irene Head, 803 Third St., to barricade 2nd St. between Orchard & Marion on Mon Sept. 20, 1982 from 5:30 pm to 8:30 pm.
PURPOSE: Flower Show & Ice Cream Social.

15. Mrs. Ross Adair, 813 Three Rivers Apt. North, to hood meters on north side of the 400 block of Berry Street from Fairfield to Ewing, across from Scottish Rite., on Oct. 20, 1982, from 6:00 am until 2:30 pm.
PURPOSE: Parking for dignitaries attending Prayer Breakfast.

16. Dailey Asphalt Products, Loraine, 1122 Thomas Rd., to barricade Goshen to Sherman & bypass, (maintaining traffic at all times), on Sept 22, thru Dec. 1, 1982, 8:00 am to 4 pm each day.
PURPOSE: Surface removal.

17. GTE, Tom Kressley,461-3472, to barricade Pleasant between Parnell & Eade, on Sept. 23 and 24th 1982 from 11:00 am to 3:00 pm each day.
PURPOSE: Repair Conduit

18. Rosie Johnson, 329 N. Cornell Circle, 07, to barricade the Intersection of N. Cornell & Hoagland, N. Cornell & Lexington, N. Cornell & Webster, on Sept. 26, 1982 from 1:00 pm to 8:00 pm.
PURPOSE: Block Party.

19. Agnes Hopkins, 515 E. Creighton to barricade Buchanan from Hanna to Gay, on Oct. 1, 82 from 5:30 pm. to Midnight.
PURPOSE: Political Rally.

20. Mannes Inc., Tony Mannes, 8620 Illinois Rd., 04, to barricade sidewalk and curb lane in from of 210 E. Jefferson for about 60' on Sept 28, 1982 from 8:00 am to 2:00 pm.
PURPOSE: Park Truck to Excavate Basement.

21. Lincolnway International, Karl Bandemer, 333 S. Clinton, to barricade Parking lot behind Freiman Square, on October 1, 1982 from 8:00 am to 5:00 pm.
PURPOSE: Lincolnway International is celebrating their grand opening on this day along with a product display at the Performing Arts Center. A tent will be located behind the Performing Arts Center and they need this parking lot for parking and display.

22. Mrs. Margaret Foley, 4428 Highwood Dr., to barricade Highwood Dr. between Elwood & Reed Rd. on Oct. 10, 1982 from 3:00pm to 10:00 pm.
PURPOSE: Neighborhood Block Party.

23. N & M Railroad, per Dick Knappenberger, St. Dept. to barricade the Railroad Crossing on Leesburg Rd. on Oct. 4 thru Oct. 8, 1982 around the clock.
PURPOSE: Repair Crossing.

24. Cox Cable, 720 Taylor, to barricade one lane on North Calhoun at Columbia to Superior on Sept. 30, 1982 at 9:00 am for several hours.
PURPOSE: To install cable line in manhole.

25. NIPSCO: Kathy, 1501 Hale Ave. to barricade an alley 1/2 block off Wells on S. side of Archer Access at S. end of alley on Sept. 29 and 30th, 1982 from 8:00 am to 4:00 pm. dailey.
PURPOSE: Runnign Main.

26. Heldenbrand Const. PO Box 642, Muncie, In to barricade Rose Lane between Fairfield & Hoagland on Sept 29 and 30, 1982 between 8:00 am to 4:00 pm dailey.
PURPOSE: Street Repair for NIPSCO

27. John Dehner, Inc. PO Box 11346, to barricade State between Spy Run & Parnell on Sept. 30, 1982 from 9 pm until early am.
PURPOSE: Installation of Sewer.

28. Mollberg Construction, 5607 Bass Rd., to barricade the alley on right side of 918 S. Calhoun (next to Hutners) between Harrison & Calhoun., on Oct 5, thru Oct. 6, 82 around the clock.
PURPOSE: To place partitions for new fron on Law Office.

29. Bercot, Inc., 6015 Huguenard Rd. to barricade Randall between Taylor & Highway 24, on Oct. 8, 1982 from 8:00 am to 1:00 pm.
PURPOSE: Patch Rd. Cut.

30. Dailey Asphalt Co, 1122 Thomas Rd. to barricade St. Joe Rd. from 37 N. to City Limits, on Oct. 7 thru Oct. 27, 1982 from 8:00am to 4:00 pm.
PURPOSE: Resurfacing - digging on both sides but not at once. Will maintain one way traffic.

31. Brooks Const. Co., 1123 Barthold ST. to barricade St. Joseph Blvd. from Tennessee to Romey Ave. on Oct. 8 thru Oct. 15, 1982 around the clock.
PURPOSE: Flood Damage Repairs.

32. Brooks Construction Co., 1123 Barthold to barricade Tillman between Lower Huntington Rd. and Calhoun St. Closing south curb lane on Tillman only on Oct. 14, 1982 for 1 week, at all times.
PURPOSE: Install new guard rail.

33. Haft Services - Joseph Haft, RR#3 - Room 500 E., Churubusco, In, to hood first three meters on Douglas St. Side of Lincoln Life, from Harrison St. on Oct. 13 thru 15, 1982 24 hrs. a day.
PURPOSE: To park equipment to do roof work on the 4th floor of Lincoln Life.

34. Haft Services - Joseph Haft, RR#3, Room 500 E, Churubusco, Ind. to hood first three meters on W. Brackenridge side of Lincoln Life from Harrison St. Oct. 16 thru 19, 1982 around the clock.
PURPOSE: To park equipment to do roof work on the 4th floor of Lincoln Life Bldg.

13.	Received Change Order #2 and Final on Resolution 324-80, Spy Run Area, with 8ercot, Inc, deducting $30,432.09 from contract price.	Approved and ordered sent to Common Council for their approval.
14.	Received Change Order #3 on Resolution 347-80, Junk Ditch, Richard Ness, increasing the contract price by $31,054.00.	Approved and ordered sent to Common Council for their approval.
15.	Received Change Order #5 and Final on Resolution 310-80, St. Joe Study Area, Joe R. Norman, deducting $21,215.65 from the contract price.	Approved and ordered sent to Common Council for their approval.
16.	Received license agreement and Resolution 72-111-16 to permit the city to construct maintain, repair, alter, renew, relocate and ultimately remove one 15" reinforced concrete gravity flow sanitary sewer, encased in a 24" steel pipe, through the lands and under and across the roadway and tracks of the G R & I secondary track of railroad at Valuation Station 5187 + 50±, located 1310 feet east of Mile Post 98.	Approved and ordered Water Pollution Control Engineering to sent draft and license agreement to the Railroad.
17.	Received delinquent accounts from City Utilities General Accounting Department.	Approved and returned to Accounting.
18.	Received request from Street Engineering to rescind 8oard Order 53-82 for repair of sidewalk at 2120 Tyler.	Approved and 8oard Order rescinded.
19.	Resolution 72-111-19 Resolved by the 8oard of Public Works on October 6, 1982 that all catch-basin repair, maintenance, topping and cleaning shall be the responsibility of the Sewer Utility.	Approved and adopted. A true copy herein incorporated.
20.	Received contract 367-82 between the city of Fort Wayne and John Dehner, Inc. for Resolution 367-82, 60" brick sewer on Dwenger Avenue from Diester Machine Company to the Humane Shelter.	Approved and ordered sent to Common Council for their approval.
21.	Received Change Order #1 on Resolution 362-82, Group 2 Sewer Repairs, DSR 047099, with Land Excavating, INc., increasing the contract price by $6,627.00.	Approved and ordered sent to Common Council for their approval.
22.	Received payment request from Land Excavating, Inc. in the amount of $8,628.04, Group I, Resolution 360-82.	Approved and and ordered invoice be paid under Purchase Order A-12098.
23.	Received payment request from Land Excavating, Inc. in the amount of $66,085.35, Resolution 363-82, Group 2.	Approved and ordered invoice be paid under Purchase Order A-012311.
24.	Received payment request from T-G Excavating in the amount of $94,121.27, Resolution 363-82, Group 68.	Approved and ordered invoice to be paid under Purchase Order A-012434.

25. Received Street Resolution 5959-82, 1982 Resurfacing - Calhoun St., North Washington Road, Fairfield Ave.

Approved and adopted.

A true copy herein incorporated.

Advertise "Notice to Contractors" on October 8, 1982 and October 15, 19B2.

Receive bids on Wednesday, October 27, 1982.

26. Received the following street cut applications:

3015 Barnhart	NIPSCO
1943 Bear Paw	NIPSCO
1211 Bethany	C.U.
1722 Bright	"
1116 Burgess	NIPSCO
Calhoun/Congress	Gen. Tel.
1020 Degroff	NIPSCO
2416 Drexel	C.U.
Fairfield/Buell	"
1222 Francis	NIPSCO
5424 Highview	NIPSCO
5718 Highview	"
1517 Howell	C.U.
Locust/Fairfield	NIPSCO
Rudisill (alley	Gen. Tel.
btw. Webster & Hoagland	
1006 Savilla	C.U.
4931 Stoney Run	NIPSCO
3rd/Calhoun	WPC ENG.
2101 Vance	C.U.
415 E. Wayne	"
5320 Yorkshire	"
1B18 Broadway	NIPSCO
44B Buchanan	"
2915 S. Calhoun	"
810 Calhoun	"
1836 Calhoun	"
454 Kinnard	"
4125 S. Lafayette	"
924 Liberty	"
337 W. Masterson	"
3409 Reed St.	"
S. Wayne/Kinnard	"
1030 W. Wayne	"
1920 Webster	"
208 W. Williams	"
2441 Winter St.	"

Meeting of 10-6-82 adjourned at 10:00 a.m.

ATTEST: Sandra Kennedy

Robert Anderson

THURSDAY, OCTOBER 7, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A.Bailey, R. A. Staten,
S. E. Kennedy, Clerk. — Present

1. RECEIVED BIDS:

   Resolution 376-82
   Nebraska Lift Station Outfall Repair

John Dehner, Inc.	$21,230.00
T-G Excavating, Inc.	18,644.00

   Award contract on Wednesday, October 13, 1982 at 9:00 a.m.

2. Received request from Purchasing for approval of Purchase Order Number A-20422 with Allen County Motors, Inc. for the purchase of two single axle dump trucks for the Street Department. Cost of each truck is $27,138.32.

   Approved and ordered sent to Common Council for their approval.

Meeting adjourned at 9:15 a.m.

ATTEST: Sandra Kennedy

TUESDAY, OCTOBER 12, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten,
S. E. Kennedy, Clerk

Present

1. Public Hearing was set by the Board of Public Works for October 12, 1982 at 9:00 a.m. regarding the Condemnation and Appropriation Proceedings on the following described real estate:

Lot A in Hamilton's Fifth Addition to the City of Fort Wayne, as recorded in Deed Record 69, page 399, of the records in the office of the Recorder of Allen County, Indiana;

Also a tract of land in the East ½ of the Northeast ¼ section 11, Township 30 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, being part of the space East of Lot A Hamilton's Fifth Addition to the City of Fort Wayne, described as follows, to wit:

Beginning at the Southeast corner of Lot A Hamilton's Fifth Addition, thence North along the East line of the said Lot A Hamilton's Fifth Addition, a distance of 320.083 feet to the South right of way line of the Wabash Railroad Company, a distance of 72 feet; thence South parallel to the aforesaid East line of Lot A Hamilton's Fifth Addition a distance of 320.083 feet to the North line of Murray Street; thence west along the said North line of Murray Street, a distance of 72 feet to the place of beginning;

together with all and singular the tenements, hereditaments and appurtenances thereunto gelinging or in anywise appertaining and all improvements thereon.

Proof of publication of the Notice of the adoption of the said resolution of condemnation and appropriation and hearing on remonstrances was duly filed in words and figures.

A true copy herein incorporated.

The meeting was opened and the Chairman requested all interested persons who wished to file remonstrances to do so. No remonstrances were filed and no person wished to be heard or to object to the appropriation and condemnation.

The Board then resolved to confirm its original resolution as adopted on September 17, 1982.

The Board further directed the Clerk of the Board to prepare a list or roll of all the owners of holders of the property and of interest in it. The Clerk advised that such roll had been prepared and the only owner of record was Sidney W. Schuman, Trustee whose address for tax purposes is listed as 307 E. Murray St., Fort Wayne, IN 46803. The Clerk further advised that Ryder Truck Rental, Inc. claimed an interest in the property by virture of a lease agreement and a claimed option to purchase. The address of Ryder Truck Rental, Inc. is 3600 N.W. 82 Ave. P. O. Box 520816, Miami, Florida, 33152.

The Board's attorney, Richard I. Snouffer, advised that Ryder was agreeable to selling the property to the City for $145,000.00 which is equal to the appraisal the City obtained on the property. A copy of a letter from Ryder confirming said willingness was duly filed with the Board.

The Board thereupon awarded a total sum of $145,000.00 as damage for the condemnation and taking of all interests in the property and determined that there were not benefits to assess. The clerk was then directed to have appropriate notices prepared, published, and served upon all owners and those claiming rights in the property as required by law.

The Board fixed a hearing for the receiving remonstrances from all persons with regard to the amount of their respective awards for December 20, 1982 at 1:30 p.m.

Meeting adjourned at 9:30 a.m.

ATTEST: Sandra E. Kennedy

Robert A. Staten

WEONESOAY, OCTOBER 13, 1982

Oepartment of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, and S.E.Kennedy. — Present

1. RECEIVE BIDS:

Resolution 5958-82, 1982 Resurfacing, 7th package of the Bond 1ssue. — Award Contract on Wednesday, October 20, 1982 at 9:00 a.m.

Brooks Construction		$311,595.14
	(alternate)	46,359.30
Oailey Asphalt		303,609.20
		43,736.13
Moellering Construction		346,022.62
		49,403.07
Rieth Riley		366,306.70
		52,115.29
Wayne Asphalt		312,972.81
		45,630.40

2. RECE1VE B10S:

Resolution 366-82
Third Street Lift Station Outfall Repair — Award contract on Wednesday, October 20, 1982 at 9:00 a.m.

John Oehner, 1nc.	$14,000.00
T-G Excavating, Inc.	14,030.00

3. AWARO CONTRACT:

Received recommendation and tabulation from WPC Engineering for Resolution 376-82, Nebraska Lift Station Outfall Repair. — Contract awarded to T-G Excavating, 1nc. at and for their bid in the amount of $18,644.00 subject to councilmanic approval.

4. Received the following Oriveway Applications:

923 Aurora Knoll Ln.	Holida Homes	Approved and permits issued.
212 McKinnie Circle	Graystone Const.	
810 Larch Ln.	Holida Homes	
1527 Glenwood	R. J. Houser	
917 W. Sherwood Tr.	R. J. Houser	
1318 McKinnie	R. J. Houser	
Crescent Ave. south of U.S.30	Gunsaullus & Son	

5. Received the following Sidewalk Applications:

1229 Pemberton	O. A. Kearby	Approved and permit issued.

6. Received petition for replacement of sidewalk in front of 7233 and 7315 Knightswood Dr. — Approved and ordered Street Engineering Department to investigate and report.

Board Order 177-82

7. Received petition for installation of an alley light in the rear of 2011 Pauline St. — Approved and ordered Street Lighting Engineering to investigate and report.

8. Received the following Street Cut Applications:

1916 Alliger St.	NIPSCO	Approved and permits issued.
809 Aurora Knoll Ln	"	
6606 8ennington Or.	"	
407 W. 8ranning	"	
3911 Brentwood	C.U.	
202 Collins Rd.	NIPSCO	
2914 Coventry Ave.	"	
2518 Crescent Ave.	"	
1926 Curdes Ave.	"	
Oalgren Or. next to 3102 N. Clinton	"	
1211 Elm St.	"	
3125 Fairfield	"	
5618 Gates	"	
2700 Gay	"	
3924 Hamma	"	
181S S. Harrison	C. U.	
1S12 Fairfield	NIPSCO	
1800 Hobson Rd.	C.U.	
5719 Homewood Or.	NIPSCO	
803 Larch LN	"	
811 Larch LN	"	
2926 Lincolndale	"	
Louisdale south of Sherman St.	"	
2719 Marcy Ln.	C.U.	
5733 Millbridge Ct.	"	
4800 Northcrest	"	
1626 Oakland	NIPSCO	
6217 Old Decatur Rd.	"	
6122 Ridgemont	"	
Roosevelt & Mount Vernon	C.U.	
1706 Rosemont	NIPSCO	
362S E. Rudisill	C.U.	
1S1S St. Joe River	Zimmerman Excavating	
1903 St. Mary's	NIPSCO	
2802 E. State	T-G Excavating	
2616 Strathmore	NIPSCO	
801 Third	C.U.	
714 Union	NIPSCO	
714 Union	NIPSCO	
915 Walter	"	
6716 Waycross	"	
2815 Weisser Pk.	"	
2528 Winter	"	
3205 Abbott	"	
3205 Alexander	"	
444 E. Leith	"	
Lillie St.	"	
2727 Oliver	"	

9. Received invoice #7S69 from McNamee Porter & Seeley in the amount of $645.00 for General Engineering, Water Works Improvements, Contract 77-W-2. — Approved and ordered City Utilities to pay invoice.

10. Received Pay Estimate #3 from T-G Excavating in the amount of $29,723.85 for Resolution 3S5-81, Outfall Structure Repair. — Approved and ordered payment from the Sewer Relief Fund.

11. Received pay estimate #1 from Bercot, Inc. in the amount of $20,796.36 for Resolution 3S8-82, Catch Basin and Inlet Repair & Replacement. — Approved and ordered City Utilities to pay invoice.

12. Received Resolution 72-116-12 from 8onar & Associates for Calhoun Street Transit/ Pedestrian Mall. — Approved and adopted. A true copy herein incorporated.

13.	Received the Revised WPC Rules and Regulation for adoption.	Approved and a true copy on file in 8oard of Public Works under WPC Utility Rules & Regulations. Hearing Date - November, 18, 1982 at 3:30p.m.
14.	Received contract with Whitley County REMC for supply and installation of electricla power for lift station in Elkridge Addition.	Approved
15.	Received contract 82-03 with T-G Excavating, Inc. for repair work at the Ceaderville Dam.	Approved and ordered sent to Common Council for their approval.
16.	Received contract with All Star Construction & Excavating, Inc. for Resolution 372-82, Group 7 Sewer Repairs	Approved and ordered sent to Common Council for their approval.
17.	Received contract with Land Excavating, Inc. for Resolution 364-82, Group 3 Sewer Repairs.	Approved and ordered sent to Common Council for their approval.
18.	Received contract with John Dehner, Inc. for Resolution 5950-82, State 8lvd.	Approved and ordered sent to Common Council.
19.	Received recommendation from Water Engineering to hold a public hearing on confirmation of the Final Assessment Roll for Resolution 1025-82, South Dellwood Addition Water Main.	Approved. Advertise "Notice of Assessment" on October 22 and 29, 1982. Mail notices on October 22, 1982 Public Hearing will be November 4, 1982 at 3:30 p.m.
20.	Received Utility Agreement between the city and NIPSCO granting permission for utility facilities to be located within the highway right of way.	Approved and a true copy herein incorporated.
21.	Received invoice #1404 from Wayne Asphalt & Construction Co., Inc. in the amount of $41,869.35 for Resolution 5939-82.	Approved and ordered invoice to be paid from LR&S Fund #138 972 0030 4431.
22.	Received invoice #1419 from Wayne Asphalt & Construction Co., Inc. in the amount of $64,072.15 for Resolution 5939-82.	Approved and ordered invoice to be paid from LR&S Fund #138 972 0030 4431.
23.	Received invoice #516-82 from 8rooks Construction Co. in the amount of $124,878.21 for Resolution 5948-82.	Approved and ordered invoice to be paid from the 1982 Municipal 8ond Issue.
24.	Received invoice from L. W. Dailey, Inc. in the amount of $34,597.13 for Resolution 5935-82, East Central Neighborhood, Phase VII.	Approved and ordered Community Development and Planning to pay invoice.
25.	Received change order #1, Resolution 357-82 8erry & 8egue Sewer Repair, T-G Excavating, Inc., increasing the price of the contract by $42,046.20.	Approved and ordered sent to Common Council for their approval.
26.	Received Amendment to Agreement between the City of New Haven and the City of Fort Wayne for Nelson Road Gravity Sewer.	Approved. A true copy herein incorporated.

27. Received Agreement between Bernard L. Kapp, Jr. and Annette L. Kapp and the city of Fort Wayne, Indiana terminating the agreement dated January 10, 1977 providing for a storm water detention pond which is no longer necessary.

Approved and a true copy herein incorporated.

28. Received Change Orders #3, 4, & 5, AWT C-180774-03, a net deduction of $234,055.00 on #3; a net deduction of $92,729.00 on #4; a net deduction of $2,152.00 on #5.

Approved and ordered sent to Common Council for their approval.

29. Received the following partial payment approved by the Water Pollution Control Engineering Department for the Junk Ditch Study Area C-180599-09:

	Payment	Escrow	Bank
(a) Ness Excavating, Inc., Estimate #14 for Sewer Resolution 345-80	$7,030.93	-	
(b) Ness Excavating, Inc., Estimate#6 for Resolution 347-80	$14,869.67	-	
(c) Ness Excavating, Inc., Estimate #11 for Resolution 350-80	$14,381.62	-	

30. Received the following partial payment approved by the Water Pollution Control Engineering Department for the Spy Run Study Area C-180599-07:

(a) Scheidleman Excavating, Inc., Estimate #10 for Resolution 329-80	$2,818.01	-	

31. Received the following partial payments approved by the Water Pollution Control Engineering Department for the North Maumee Study Area C-180599 - 08:

(a) John Oehner, Inc., Estimate #8 for Resolution 333-80	$4,827.50	-	
(b) Bercot, Inc., Estimate #7 for Resolution 340-80	$48,880.80	-	
(c) John Oehner, Inc. Estimate #13 for Resolution 335-80	$36,663.10	-	

32. Received the following partial payments approved by the Water Pollution Control Engineering Department for the St. Joe Study Area C-180599-06:

(a) L. W. Dailey, Inc. Estimate #12 for Resolution 311-80	$127,528.37	-	
(b) Earth Construction & Engineering, Estimate #16 and Final for Resolution 314-80	$1,790.20		
(c) Scheidleman Excavating, Inc., Estimate #4 and Final for Resolution 320-80	$2,219.43	-	
(d) T-G Excavating, Inc., Estimate #9 for Resolution 321-80	$23,237.28	-	

Meeting of 10-13-82 adjourned.

ATTEST: Sandra Kennedy

NOTE: Emergency Resolution was issued on the hazardous bump at the intersection of W. Jefferson and Freeman Streets. Refer to page 122.

WEDNESDAY, OCTDBER 20, 1982

DEPARTMENT OF PUBLIC WDRKS
DFFICE DF THE BOARD
RDDM 910, CITY-CDUNTY BUILDING
MEETING HELD AT 9:00 A.M.

S.A. BAILEY, R.A. STATEN, AND S.E. KENNEDY, CLERK — PRESENT

AWARD CONTRACTS:

1. Received recommendation and tabulation from Street Engineering for Resolution 5958-82, 1982 Resurfacing, 7th Package. — Award contract to Dailey Asphalt Products Co., Inc. at and for their bid in the amount of $347,345.33 subject to councilmanic approval.

2. Received recommendation and tabulation from WPC Engineering for Resolution 366-82 Third Street Lift Station Outfall Repair. — Rescind all action.

3. Received the following sidewalk applications: — Approved and permits issued.

3304 S. Webster	Wayne Johnson Const.
Harmony Court	Grewe Contractor

4. Received the following Driveway applications: — Approved and permits issued.

3835 Upper Huntington Rd.	Dailey Asphalt
2811 Congressional Pkwy.	Brooks Construction

5. Received the following Street Cut Applications: — Approved and permits issued.

3405 Argyle	C.U.
4107 Arlington	NIPSCO
Berry & Schick	C.U.
Central Dr.	NIPSCD
4124 Clubview	Earth Const.
Covington & Westview	C.U.
1211 Elm	"
1823 Emerson	NIPSCD
2643 Ethel	"
2643 Ethel	C.U.
2941 Euclid	"
Fairfax & Standish	"
1333 Getz Rd.	NIPSCD
1726 Getz Rd.	C.U.
3003 Glencairn	"
2424 Goshen	"
1410 Goshen	Baker Trenching & Excav.
2115 S. Harrison	NIPSCO
710 S. Harrison	C.U.
338 W, Hollis Ln.	"
910 Illsley	"
1209 Jackson	NIPSCD
512 E. Jefferson	"
732 E. Jefferson	"
2537 John	"
2517 Kenwood	C.U.
3613 Kirkfield	"
1317 Louisdale	NIPSCD
1323 Louisdale	"
1423 Louisdale	"
1415 Louisdale	"
1005 Madison	"

5. continued.

4800 Northcrest	C.U.
2521 Northway	"
Oakland & Archer	"
727 Orlando	"
1421 Pemberton	NIPSCO
2921 Poinsette	8aker Trenching
416 St. Martin's	C.U.
3508 Senate	"
609 E. State	"
2605 E. State	"
4006 Vail Ct.	NIPSCO
4005 Vail Ct.	"
432 E. Wallace	C.U.
3301 Wayne Trace	NIPSCO
455 E. Wildwood	C.U.
4119 Central	NIPSCO
4119 Central	"
914 Eliza	"
1401 Kitch	"
1406 Kitch	"
438 Madison	"
702 Madison	"

6. Received a petition for the installation of an alley light between 3034 Abbott and 3030 Abbott.

Approved and ordered Street Lighting Engineering Department to investigate and report.

7. Received invoice from Gaines Construction in the amount of $20,882.02 for Resolution 5931-82, Nebraska Phase VII.

Approved and ordered payment to be made by Community Development & Planning.

8. Received invoice from Hipskind Concrete in the amount of $19,845.71 for work completed on Resolution 5943-82, Flood Repair in the Pemberton Dike Area, DSR 047247.

Approved and ordered City Utilities to pay invoice, Appropriation #512-501-E101-4364.

9. Received invoice from T & F Construction in the amount of 4,755.15 for work completed on Resolution 157-82, Arrow Drive.

Approved and ordered payment be made.

10. Received inspection report from Water Engineering recommending acceptance of the Washington Center Road Water Main, 81-XP-3.

Approved and ordered Acceptance Letter to be written.

11. Received inspection report from Water Engineering recommending acceptance of the Indianapolis Road Water Main, 81-XP-2.

Approved and ordered the Acceptance Letter to be written.

12. Received Sewer Construction Permit for Engle Ridge North, Phase I Sanitary Sewer Extension from WPC Engineering.

Approved.

8oard Order #178-82 issued.

13. Received Utility Agreement between the City of Fort Wayne through its Board of Public Works and General Telephone Company of Indiana permitting telephone lines, poles, underground services, and appurtenances to be located within the highway right of way at Norfolk and Western Railroad Crossings at Glasgow, Lumbard, and E. Washington.

Approved and a true copy herein incorporated.

14. Received and agreement with McNamee, Porter and Seeley to provide resident engineering services for the Advanced Wastewater Treatment project. Charles F. Koons will replace Jack Line as the resident engineer.	Approved. A copy is on file in the 8oard of Public Works
15. Received the contract with Ralph Mudrack Tree Service for Emergency Resolution 72-73-3 for Dike Rehabilitation Tree Removal.	Approved and ordered sent to Common Council for their approval.
16. Received Sewer Reimbursement request from Northwest Washington Group, 8.O. 122-81, for $1,688.76. This amount was collected from Frank & Cecelia Winicker, 1902 W. Washington Center Rd.	Approved.
17. Received a "Notice of Main Extension" from Water Engineering for Washington Center Road Connecting Feeder Main, Contract 81-XP-3.	Approved and sent original to Water Engineering to have it recorded and then returned to the 8oard of Public Works for their files.
18. Received a "Notice of Main Extension" from Water Engineering for Oxford Street Main Extension, Contract 82-05.	Approved and sent original to Water Engineering for recording and returned to the 8oard of Public Works for their files.
19. Received Pay Estimate #10 from Hagerman-Shambaugh for the AWT Project, C-180744-03 and covers the period of August 28, 1982 to September 25, 1982. and received request from Hagerman-Shambaugh to reduce the retainage from 10% to 5%.	Approved. $697,577.15 due Hagerman-Shambaugh (paid by check) $ 82,067.90 due Hagerman-Shambaugh (Note payment) $ 41,033.95 due Lincoln 8ank as the Escrow Agenct. (Note payment) Approved the request to reduce the retainage to 5% on this partial payment and ordered Lincoln 8ank to release $314,682.50.
20. Received request from Dick Snouffer for approval for Summit City News Agency to operate coin-vending machines on public right of way for the purpose of selling the Wall Street Journal.	Approved.
21. The Department of Redevelopment in the City of Fort Wayne will release and quit claim to the City of Fort Wayne the real estate where the Civic Center Parking Garage, Phase II will be located.	A true copy herein incorporated.

Meeting Adjourned at 10:30 a.m.

Attest: Sandra E Kennedy

FRIDAY, OCTOBER 22, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, and S.E.Kennedy, Clerk — Present

1. RECEIVE BIDS:

Resolution 375-82, Group 6A and 6C Miscellaneous Repairs at Water Pollution Control Plant

Award contract on Wednesday, October 27, 1982.

6A

Bowen Engineering	$102,970.00
John Dehner	-
Indiana Construction	106,000.00

6B

Bowen Engineering	-
John Dehner	$ 50,393.60
Indiana Construciton	-

Meeting adjouned at 9:15 a.m.

Attest: Sandra E Kennedy

E M E R G E N C Y B O A R D M E E T I N G

EMERGENCY RESOLUTION 72-122-2

Whereas, a hazardous bump has developed at the intersection of West Jefferson and Freeman Streets; and

Whereas, the Street Engineering Department has determined an immediate repair of said intersection; and

Whereas, the Board of Public Works hereby declares an emergency does exist to repair said intersection and received a bid of $200.00 from Mid American Milling Company, the.only company in area from which to receive a quote.

Now, Therefore, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Mid America Milling for their bid of $200.00.

Attest: Sandra E Kennedy

WEDNESDAY, OCTOBER 27, 1982

Oepartment of Public Works
Office of the Board
Room 910, City-County 8uilding
Meetin Held at 9:00 a.m.

5.A.Bailey, R.A.Staten, S.E. Kennedy, Clerk. — Present

1. RECEIVE BIDS:

Award contract on Thursday, November 4, 1982 at 2:30 p.m.

Resolution 5959-82, Resurfacing of Calhoun, North Washington Road, and Fairfield.

Brooks Const.	$106,907.30
	20,157.00
Dailey Asphalt	106,412.85
	17,816.50
Moellering	113,476.90
	20,829.25
Rieth-Riely	128,945.90
	21,848.85
Wayne Asphalt	100,988.35
	16,959.50

2. AWARD CONTRACT:

Resolution 375-82, Group 6A & 6C, Miscellaneous Repairs at the Water Pollution Control Plant.

6A - DSR's 047106, 047103, 047107, 047108, 047110, 047131, 042047

6C - DSR's 047126, 047128

Contract was awarded for 6A to Bowen Engineering Corp. at and for their bid in the amount of $102,970.00.

Contract was awarded for 6C to John Dehner, Inc. at and for their bid in the amount of $50,393.60.

Both contracts are subject to approval of Common Council.

Both contracts are subject to FEMA approval because they are approximately 25% above the approved construction amount.

3. Received the following sidewalk application:

Approved and permit issued.

2121 N. Anthony	Rescom Construction

4. Received the follwing street cut applications:

Approved and permits issued.

916 Aurora Knoll	NIPSCO
923 Aurora Knoll	"
1634 Boone	C.U.
1116 Burgess	Griffin Enterprises
5900 S. Calhoun	C.U.
2415 Clara	NIPSCO
Cranberry Ln. & Cook Road	C.U.
1606 E. Creighton	NIPSCO
5011 Decatur	C.U.
4327 Dodge Ave.	C.U.
2700 Dwenger	"
907 Eliza	NIPSCO
2712 Frontage Road	"
2730, 2720, 2716, 2712, 2710, 2706, 2702 Gay St.	"

3. Street Cut applications cont.

3525 S. Hanna	C.U.
1513 Hurd	NIPSCO
1513 Hurd	Griffin Enterprises
3527 Inwood	C.U.
John St	NIPSCO
(beside 901 Collerick	
2231 John	"
1622-1626 Lake	C.U.
Marston Dr. &	
Lyell Ct.	"
609 E. Masterson	"
6311 Maywood Circle	NIPSCO
Ojibway & Meda Pass	C.U.
6205 Old Trail	NIPSCO
2921 Poinsette Dr.	"
923 E. Pontiac	"
1618 Ranford Pl.	"
Smith St.	"
(beside 1116 Emily)	
1610 Tam	NIPSCO
450 E. Wallace	Martin Enterprises, Inc.
East ½ of 100 blk.	
E. Widlwood	NIPSCO
Woodstock & Inwood	C.U.
3716 Burbank	NIPSCO
W. Butler	"
(beside 2000 Hoagland)	
447 W. Butler	"
814 S. Calhoun	"
1902 Catalpa	"
210 E. Dunbar	"
Fairfield & Wildwood	"
2828 Freeman	"
2724 Gay	"
3711 Gaywood	"
Grier St.	"
(beside 3702 S. Anthony)	
3817 S. Harrison	"
Hoagland & Wildwood	"
2611 Holton	"
718 Hugh	"
5415 Indiana	"
2500 W. Jefferson	"
2500 W. Jefferson	"
John St.	"
(beside 903 Colerick)	
901 Kinsmoor	"
1708 Lathrop	"
901 Lincoln	"
2307 Maplewood	"
1718 Milan	"
3819 Northrop	"
6213 Old Decatur Rd.	"
6211 Old Decatur	"
6217 Old Decatur	"
2805 Oliver	"
2810 Olver	"
3031 Pittsburg Ave.	"
2504 Schaper	"
6305 Southcrest	"
2725 Taylor	"
723 Thieme	"
2203 Thompson	"
711 Walnut	"
4325 S. Wayne	"
2614 Winter	"

4. Received a petition for the installation of a Street light at the intersection of Rolston and the alley between Curdes and Kenwood.

Approved and ordered Street Lighting Engineering Department to investigate and and report.

5.	Received petition for the installation of an alley light in the rear of 1208 Michigan Ave.	Approved and ordered Street Lighting Engineering Department to investigate and report.
6.	Received petition for the installation of street lighting in the 3400 block of Felician.	Approved and ordered Street Lighting Engineering Department to investigate and report.
7.	Received petition for the installation of street lighting in the Woodhurst Addition.	Approved and ordered Street Lighting Engineering Department to investigate and report. Board Order 179-B2 issued.
8.	Received invoice from Clyde Williams in the amount of $8,657.99 for consultant fees on the Bypass Signal Interconnect.	Approved and ordered payment from LR&S 13B 972 0011 4431.
9.	Received pay estimate #4 from T-G Excavating, Inc. in the amount of $48,180.60 for Berry and Begue, Resolution 357-82, and $4,353.39 to be placed into Escrow.	Approved and ordered City Utilities to pay from Work Order #79034.
10.	Received request for payment of $21,715.10 due Street Engineering from Community Development & Planning for engineering services on CD&P Projects.	Approved and forwarded to CD&P for payment.
11.	Received invoice from 8rooks in the amount of $10,534.15 for work completed on Resolution 5952-82, Resurfacing of the 3rd District.	Approved and ordered payment be made from Appropriation #3 95 006 595 24 431 Purchase Order #A 20318 (Bond Issue)
12.	Received pay estimate #1 from John Dehner in the amount of $55,73B.34 fro work completed on Resolution 5950-82, State Blvd. Improvements.	Approved and ordered payment from Appropriation #13B 972 0023 4431.
13.	Received invoice from Brooks Construction in the amount of $B2,752.54 for work completed on Resolution 594B-B2, Resurfacing in the 6th District.	Approved and ordered payment from Appropriation 3 95 006 594 84 431. Purchase Order #A 20317 (Bond Issue)
14.	Received invoice #17 and 1B from Reid, Quebe, Allison, Wilcox in the amount of $12,174.78 and $23,905.37 for engineering done on Combined Sewer Overflow Study for the months of February, March and April, 1982, and Escrow of $640.78 and $1,584.61.	Approved and ordered City Utilities to pay invoice.
15.	Received two invoices from Continental Construction for work completed on miscellaneous invitational bids.	Approved and ordered invoices to be paid.from MVH Funds.
16.	Received Resolution 163-82 for installation of Street Lighting in the 100 to 500 block of Edgeknoll Lane.	Approved and a true copy herein incorporated. Advertise "Notice to Property Owners" November 12 & 19, 1982. Hearing will be December 2, 19B2 at 3:30 p.m.
17.	Received Sewer Construction Permit for Centennial Townhomes sanitary sewer extension.	Approved. Board Order 1B0-82 issued.

18.	Received Resolution 72-126-18 amending the City Truck Routes to include Lindenwood Avenue from Jefferson Blvd. to Spring St.	Approved and adopted. A true copy herein incorporated.
19.	Received Sewer Construction Permit for 530 Southview Avenue Storm Sewer Extension.	Approved. Board Order #181-82 issued.
20.	Received Resolution 377-82 for the Leo Road - Clinton Park Drive 12" Sanitary Sewer Extension to Customcraft, Inc.	Approved and adopted. A true copy herein incorporated. Advertise "Notice to Contractors" on November 5 & 12, 1982. Receive bids on Wednesday, November 24, 1982 at 9:00 a.m. Ordered WPC Engineering to prepare plans and specifications.
21.	Received report from WPC Engineering on Resolution 310-80, Phase II, St. Joseph Interconnect Interceptor, stating that it is acceptable and meets City of Fort Wayne Standards and Specifications and can be made an integral part of the City of Fort Wayne's Sewer System.	Approved and ordered an acceptance letter be written to 8usch, Inc.
	Also, received request for release of retainage to Busch, Inc. in the amount $25,208.72 which will bring the balance to zero.	Approved.
	Received a revised-final #8 payment along with a check in the amount of $76.80 made out to the city of Fort Wayne.	Approved. Check will be given to City Utilities Accounting.
22.	Received contract with Brooks Construction for Resolution 5952-82, 1982 Resurfacing in the 3rd Councilmanic District.	Approved and ordered sent to Common Council for their approval.
23.	Received contract with Indiana Construction for Water Contract 82-04, St. Joe Dam Tainter Gate.	Approved and ordered sent to Common Council for their approval. And subject to FEMA approval.
24.	Received contract with Dailey Asphalt for Resolution 5951-82, 1982 Asphalt Resurfacing in the 1st Councilmanic District.	Approved and ordered sent to Common Council for their approval.
25.	Received contract with Earth Construction for Resolution 368-82, Spy Run Avenue and Elizabeth Street Storm Sewer Repair, DSR 044897.	Approved and ordered sent to Common Council for their approval.
26.	Received request from WPC Engineering to obtain invitational bids for 8oard Order 5-82, Sprunger Addition Area, elimination of storm water from entering the sanitary sewer.	Approved and ordered WPC Engineering to obtain invitational bids. Also WPC will process a requisition and charge Resolution 348-80 as a non-grant fundable.

27. Received Grant of Easement from Riverview, Inc. regarding the North Maumee Study Area, C-180599-08, North Maumee Interceptor, Resolution 330-80, Phase I.

Accepted. A true copy herein incorporated.

Ordered check for $10,000.00 to be delivered to Riverview, Inc.

Wednesday, October 27th
Meeting adjourned at 10:00 a.m.

Attest: Sandra Kennedy

WEDNESDAY, NOVEMBER 3, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. E. Kennedy, Clerk

1. Modify agreement with Bonar & Associates for professional services for St. Mary's River levee construction. Original agreement signed March 16, 1982. Additional design work will cost $15,000 to be split equally with the Park Board.

Approved.
A true copy herein incorporated.

Meeting adjourned at ~~9:15~~ a.m.

Attest: Sandra E Kennedy

THURSOAY, NOVEMBER 4, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 2:30 pm.

S. A. Bailey, R. A. Staten, S. E. Kennedy — Present

1. Received the following sidewalk applications: — Approved and permits issued.

1030 Swinney	Robert Crosby, Inc.
Hoagland & Butler	Richard Ness Trucking
7009 Bradbury	Creative Builders, Inc.
125 E. Taber	Walter J. Johnson

2. Received the following driveway applications: — Approved and permits issued.

853 Columbia	Richard C. Roe
1030 Swinney	Richard Crosby Inc.
2411 Wood Valley	K & W Const.
1715 Hawthorne	Ned Keener Const.
5110 Exeter Dr.	Ned Keener Const.
930 Larch Ln.	Holida Homes
4306 E. State	RESCOM Const. Inc.
2727 W. Clinton	Elbrect & Son, Inc.
2921 Poinsette	Schultz-Conklin

3. Received the following petitions for the installation of street lights: — Approved and ordered Street Lighting Engineering Oepartment to investigate and report.

   a) along Covington Rd., starting at Filmore St. and extending to Rousseau Avenue

   b) 2700 to 300 Lillie St.

   c) 1100 to 1200 Elmwood Ave.

   d) Upper Huntington Rd. - U. S. 24 West - West Jefferson & Wilkie Dr.

   e) behind 3925 Bowser & 3926 Robinwood

4. Received the following requests for barricades — Approved and permits issued.

1) Brooks Construction Co., Inc., 1123 Barthold, to barricade Pettit from Hanna to S. Anthony on Oct. 15 and Oct. 18, 1982, 6:00 a.m. to 6:00 p.m.
PURPOSE: Cold Plane Total Area of Existing Street

2) Haft Services, R. R. #3, to hood three meters on W. Brackenridge side of Lincoln Life from Harrison St., Oct. 16, 18, 19, 1982, around the clock.
PURPOSE: Roofing work on Lincoln Life

3) Brooks Construction Co., Inc., 1123 Barthold, to barricade Wells between Huffman and State, October 17 and 18, 1982, during working hours.
PURPOSE: Surface Removal on street

4) Earth Construction Company, 3333 Engle Road, to barricade Spy Run & Elizabeth intersection Fri. October 29, 30 and 31st, 1982, around the clock.
PURPOSE: Sewer repairs

5) Catholic Oiocese of Ft. Wayne-South Bend, P. O. Box 390, to barricade Lewis between Calhoun & Clinton on Tuesday Oct. 26, 1982, at 2:00 pm for 10 minutes.
PURPOSE: Kids crossing street.

6) Lengacher Excavating Company, Box 308, Harlan, IN, to barricade 3730 E. State, one lane, Oct. 27 until Nov. 1, 1982, around the clock.
PURPOSE: Street repair where water tap was made

7) Haft Services, R. R. #3, to hood first four meters on W. Brackenridge side of Lincoln Life from Harrison St. on Oct. 27, 28 and 29, 1982, for 24 hours.
PURPOSE: Park equipment to do roof work at Lincoln Life

8) Winzeler Excavating, Route 4, Bryan, Ohio, to barricade Upper Huntington Rd. between Randall and Taylor, East bround right hand lane on Friday Oct. 29, 1982, from 7:00 a.m. to 3:30 p.m.
PURPOSE: Line ditching

9) Lafayette-Clinton Neighborhood Association, 3945 S. Barr, at 3939 S. Barr to 4017 S. 8arr between Lafayette and Clinton on Oct. 30, 1982, from noon to 4:30 pm.
PURPOSE: Association Halloween Party

10) Earth Construction, 3333 Engle Road, Oct. 30, 1982 thru Nov. 5, 1982, around the clock, on Elizabeth bet. Clinton and Lawton Place.
PURPOSE: Sewer reoairs.

11) Heldenbrand Construction, P. O. 8ox 646, Muncie, Indiana, to barricade North bound lane of Northrup (3696) on November 1, 1982, thru Nov. 5, 1982.
PURPOSE: Repair street for NIPSCO

12) Heldenbrand Construction, P. O. 8ox 647, Muncie, Indiana, to barricade 2805 Maumee, North lane, Nov. 1, 1982 thru Nov. 4, 1982, around the clock.
PURPOSE: Repair street for NIPSCO

13) Robert Lyons, 930 E. Berry, to barricade Harmer between Wayne and Berry, Oct. 31, 1982, from 6 p.m. to 9 p.m.
PURPOSE: Halloween Party for kids

14) Martin, Inc., 4315 Meyer Road, to barricade corner of 8erry and Clinton starting at S. lane of Berry working around to W. lane of Clinton, on November 4th and 5th, 1982 from 7:00 a.m. to 11:00 a.m.
PURPOSE: Place crane to remove beam from building

15) Wayne Street Methodist Church, 300 E. Wayne Street, to barricade curb lane at 300 E. Wayne Street on Nov. 5, 1982 from 8:15 a.m. for 1½ hours.
PURPOSE: To set crane and repair bells

16) Shambaugh & Son Inc., 137 Chambeau Rd., to barricade Calhoun between Washington and Jefferson, on Nov. 8, 1982, thru Nov. 10, 1982, around the clock.
PURPOSE: Installation of sewer for Civic Center Parking Garage

17) City of Fort Wayne and Downtown Association, 826 Ewing, to barricade Main between Calhoun to Clinton - Calhoun to Harrison, Court Street at Berry, Nov. 24, 1982, 4:30 p.m. to 7:30 p.m.
PURPOSE: Christmas Lighting Ceremony

18) Irmscher & Sons, 1030 Osage, to barricade 8erry and Calhoun, SE corner of Berry at Payne & Webber Building, November 5, 1982 thru November 12, 1982, around the clock.
PURPOSE: To place Dumpster at curb line

19) WOWO Radio, 203 W. Wayne Street, Dec. 20, 1982, thru Dec. 24, 1982, to place collection barrel at curbside on Berry St., in front of Wendy's Old Fashioned Hamburgers around the clock.
PURPOSE: To collect money for 1982 Penny Pitch

5.	AWARO CONTRACT Resolution 5959-82, 1982 Resurfacing Calhoun, N. Washington Rd., & Fairfield.	Contract awarded to Wayne Asphalt & Construction Co., Inc. at and for their bid in the amount of $117,947.85, subject to Councilmanic approval.
6.	Received Change Order #3, St. Joe Study Area, Resolution 311-80, Ranchwood, L. W. Oailey, increasing the contract price by $78,892.50.	Approved and ordered sent to Common Council for their approval.
7.	Received a listing of bad debts from City Utilities.	Approved and ordered the delinquent accounts to be turned over to the Collection Oepartment.
8.	Receive invoice from 8ob Kelley in the amount of $1075.00 for vehicle appraising for Abandoned Vehicles.	Approved and ordered invoice to be paid.
9.	Received report from Water Pollution Control Engineering Oepartment stating that Lake Avenue at Maycrest Orive Sanitary Sewer had been inspected and now meets the city of Fort Wayne's standards and specifications and can be accepted as an integral part of the city's sanitary sewer system. Maintenance bond attached.to report.	Approved and ordered an Acceptance Letter be written..
10.	Received Water Contract 8205(Amended) for Engle Ridge North, Phase I.	Approved.
11.	Received Water Contract 82-02 for the St. Joe Oam with Land Excavating, Inc.	Approved and ordered sent to Common Council for their approval.
12.	Received contract with Land Excavating, Inc. for Resolution 373-82, Group 8 Sewer Repairs, OSR's 047089, 047093, 047241, 047242, & 047243.	Approved and ordered sent to Common Council for their approval.
13.	RESOLUTION 72-130-13 Received request for vacation of a portion of McAfee Street from its intersection with Anderson Avenue to its intersection with the south line of the east-west alley 125 feet north of Anderson Avenue.	Approved.
14.	Received request from Water Engineering Oepartment to issue a 8oard Order for Congressional Industrial Park, Section II Project; and	Approved all three requests. 8oard Order #182-82 issued.
	Engle Ridge North, Phase I, Clubview Orive; and	8oard Order #183-82 issued.
	Yardley Manor, Phase II, Water Contract 8206.	8oard Order #184-82 issued.
15.	Received request for payment to Land Excavating, Inc. for Resolution 362-82, Group 2 Sewer Repairs in the amount of $46,840.92. OSR's 044760, 047071, 047099, 047024, 047158, 047091, 047082, 047072, & 040988.	Approved and ordered City Utilities to make payment.

16. Received request for payment to Land Excavating, Inc. for Resolution 373-82, Group 8 Sewer Repairs in the amount of $8,934.96. DSR's 047089, 047243, 047241, 047242, & 047093.	Approved and ordered City Utilities to make payment.
17. Received request for payment to T-G Excavating, Inc. for Resolution 361-82, Foster Park Headwall Repair in the amount of $18,480.60. DSR's 041997.	Approved and ordered City Utilities to make payment.
18. Received request for payment to T-G Excavating, Inc, for Resolution 363-82, Group 6-B, Terminal Ponds and Sludge Lagoons in the amount of $72,283.13. DSR's 047122, 047124, 044873.	Approved and ordered City Utilities to make payment.
19. Received inspection report from Street Engineering Department stating that 5 sections of sidewalk in front of 7233 & 7315 Knightswood have cracked because of a settlement in a storm sewer pipe. Cost to repair would be $360.00. (25% would be city's share)	Approved and ordered Street Engineering proceed.
20. Received request Water Pollution Control Engineering Department to reduce Doris Orr's tap-in fee to $2,019.96 and that the remaining tap-in fee be waived. (Covington-Ardmore Sanitary Sewer, Resolution 304-78)	Approved.

Meeting adjourned at 3:20 p.m.

Attest: Sandra Kennedy

THURSDAY, NOVEMBER 4, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

S.A. Bailey, R.A. Staten, S.E. Kennedy, Clerk — Present

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL: — Confirmed. Ordered sent to the Department of Finance.

Water Main Resolution 1025-81 for the installation of a 6" diameter water main on the south side of Chinchilla Lane from S. Anthony southeastwardly to its terminus, also, on Chantada Lane from S. Anthony eastward to Chinchilla Lane.

Meeting adjourned at 4:00 p.m.

Attest: Sandra Kennedy

FRIDAY, NOVEMBER 5, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A. Staten, S.E. Kennedy, Clerk — Present

1. RECEIVE BIDS:

Resolution 162-82, Ornamental Street Lighting on Lough Nest Drive.

N.G. Gilbert Corp.	$4,330.00
The Weikel Line Co.	3,657.50

Award contract on Monday, November 8, 1982 at 8:30 a.m.

Meeting adjourned at 9:15 a.m.

Attest: Sandra Kennedy

MONDAY, NOVEMBER 8, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 8:30 a.m.

S.A. Bailey, R.A. Staten, S.E. Kennedy, Clerk — Present

1. AWARD CONTRACT:

Resolution 162-82, Lough Nest Drive, Ornamental street lighting, the low bidder was Weikel Line Company at $3,657.50.

Contract was awarded to Weikel Line Company at and for their bid in the amount of $3,657.50 subject to Councilmanic approval.

Ordered Street Lighting Engineering to prepare contract.

Meeting adjourned at 8:35 a.m.

Attest: Sandra Kennedy

WEDNESDAY, NOVEMBER 10, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

S.A.Bailey, R.A. Staten, S.E. Kennedy, Clerk — Present

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

   Water Main Resolution 1024-81 for construction of a local water main in and along Ludwig Road from Sharon Drive westwardly 2205+ feet to the East right of way of State Road #3.

   Confirmed.

   Ordered sent to the Department of Finance.

Meeting adjourned at 3:45 p.m.

Attest: Sandra Kennedy

WEDNESDAY, NOVEMBER 10, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:45 p.m.

S.A.Bailey, R.A.Staten, S.E. Kennedy, Clerk. Present

1. Received the following Sidewalk applications: — Approved and permits issued.

1030 Swinney	R. Crosby, Inc.
Hoagland&Butler	R. Ness Trucking
7009 Bradbury	Creative Bldrs.
125 E. Taber	W.J. Johnson
2802 E. State	Simerman Const.
819 Webster	D. A. Herman
821&823 Webster	D.A. Herman

2. Received the following Driveway Applications: — Approved and permits issued.

1912 Vance	Donald Till
853 Columbia	Richard C. Roe

3. Received the following Street Cut Applications: — Approved and permits issued.

1304 S. Anthony	NIPSCO
1903 St. Mary's	Dailey Asphalt
6300 Ardmore	NIPSCO
S. Calhoun (parking garage)	Shambaugh & Son
Calhoun, south of Dunbar	C.U.
Camden, West of Archwood	C.U.
551 Commerce	NIPSCO
5021 Daffodil	"
706 Davis St.	"
5123 Delaware	C.U.
2605 Edsall	"
1202 Elmwood	NIPSCO
Essex, west at Camden	C.U.
3533 Euclid	"
Grant, across fr. 1928 Maumee	NIPSCO
421 Hawthorne	C.U.
Inwood & Phillip Way	C.U.
1136 Kinnarid	NIPSCO
2128 Lakeview	"
Maple Grove & Schaper Dr.	C.U.
Maumee&Anthony	Tela Communications
6417 Monarch Dr.	C.U.
3305 Mono Gene	"
S. side Old Decatur & East side of Serenity	NIPSCO
Parnell&California	C.U.
5808 S. Anthony	NIPSCO

3. Street Cuts continued:

Pauline&Phenie	NIPSCO
2920 Pittsburg	"
1685 Reed Rd.	C.U.
2205 Rehm Dr.	NIPSCO
Sherman across fr. Childrens Zoo	"
1514½ Southdale	"
4934 Southfield	"
4309 E. State	Bakers Trenching
1230 E. State	NIPSCO
Taylor&Catalpa	"
Weisser Pk. & Maple Grove	C.U.
3500 Wells	"
3200 Wells	"
1508 Wells	NIPSCO
3517 Bluebird Ct.	"
2728 Bowser	"
1836 S. Calhoun	"
500 Coombs	"
929 W. Dewald	"
2702 Gay	"
4125 Indiana	"
2805 - 2809 Maumee	"
908 Maxine	"
801 Pasadena	"
2920 Pittsburgh	"
Poplar (beside 2108 Hoagland)	"
614 E. Rudisill Blvd.	"
2501 Smith	"
3102 Smith	"
412 E. Washington	"
427 W. Wildwood	"

4. Received the following petitions for street lighting:

   Weisser Park between E. Pettit Ave. and E. Maple Grove Ave.

   Winter St..between Pettit Ave. and Fairfax Ave.

   Standish Drive between Paulding and Fairfax (emphasis requested in the 5600 and 5700 blocks)

   Corner of Fairfield & Williams; and an alley light ½ block east of Fairfield on Williams.

   Approved and ordered Street Lighting Engineering Department to investigate and report.

5. Received invoice #1 in the amount of $31,357.15 from Wayne Asphalt for Resolution 5944-82, Resurfacing.

   Approved and ordered payment from Appropriation Fund 138 972 0031 4431, P. O. A19606.

6. Received invoice #2 in the amount of $23,395.59 from John Dehner for Resolution 5934-82, Oxford Neighborhood.

   Approved and ordered Community Development and Planning to pay invoice.

7. Received invoice #2 in the amount of $109,841.65 from Wayne Asphalt for Resolution 5944-82, Resurfacing.

   Approved and ordered payment from Appropriation Fund 138 972 0031 4431, P.O. A19606.

8. Received inspection report from WPC Engineering on the Adams Center Landfill, Inc. Sanitary Sewer Extension, stating that it meets the city of Fort Wayne's standards and specifications and can be accepted as an integral part of the city's sanitary sewer system.

   Approved and ordered Acceptance Letter be written.

9. Received Change Order #1 on Resolution 367-82, Dwenger 60" 8rick Sewer Repair increasing the amount of the contract by $25,350.00.	Approved and ordered City Utilities to pay invoice. DSR 044834, W.O. 7904S.
10. RESOLUTION 72-138-10 Received emergency resolution to eliminate storm surface water from entering into sanitary sewer system. Sprunger Lift Station Area (Resolution 349-80)	Approved and ordered purchase order be written for $2,4S0.00, to T-G Excavating, Inc., the low bidder.
11. Received pay estimate #1 in the amount of $50,7S3.25 from John Dehner, Inc. for Resolution 367-82, Dwenger Ave. Sewer Repair.	Approved and ordered City Utilities to pay invoice.
12. Received partial payment #1 in the amount of $68,497.30 from Earth Construction for Cook Road water main, 82-XP-3.	Approved and ordered City Utilities to pay invoice.
13. Received pay estimate #62 in the amount of $159,828.95 from Hagerman-Shambaugh for Water Pollution Control Plant Expansion, C-180538-Division I; $8,412.0S to Escrow Account at Lincoln 8ank.	Approved and ordered City Utilities to pay invoice.
14. Received final invoice in the amount of $2,042.00 from ESEI, Inc. for Inbalco I/I Analysis.	Approved and ordered City Utilities to pay invoice.
1S. Payment to 8rooks Construction of $22,730.40 for Resolution S948-82, Resurfacing in the 6th Councilmanic District.	Approved and ordered payment from Appropriation Fund 395 006 5948 4431.
16. Received payment request to Dailey Asphalt of $173,314.47 for Resolution 5938-82, Resurfacing of Goshen Ave.	Approved and ordered payment from Appropriation Fund 138 972 0029 4431.
17. Received payment request to Wayne Asphalt in the amount of $92,885.29 for Resolution 5945-82, Resurfacing of various streets.	Approved and ordered payment from Appropriation Fund 138 972 0032 4431.
18. Received payment request to Weikel Line in the amount of $966.93 for Resolution 5950-82, State Street Widening Project.	Approved and ordered payment from Appropriation Fund 138 972 0023 4431
19. Received payment request to Mudrack Tree Service in the amount of $1S61.50 for tree removal from the dike. Emergency Resolution 72-72-3.	Approved and ordered payment.
20. Sewer Description on the acceptance letter dated 10-12-82 noted in Minute Record 8ook 72, Page 82, Paragraph 20 was in error; therefore an new letter to T-G Excavating, Inc. with the correct description must be written.	Approved and ordered a corrected Acceptance Letter be written.

Meeting adjourned at 4:1S p.m.

Attest: Sandra Kennedy

WEDNESDAY, NOVEMBER 17, 1982

Department of Public Works
Office of the Board
Room 920, City-County Building
Meeting held at 9:00 A.M.

S. A. Bailey, R. A. Staten, S. E. Kennedy, Clerk — Present

1. Received the following Driveway Applications: — Approved and permits issued.

905 Aurora Knoll Ln.	Holida Homes
1903 St. Mary's Ave.	Dailey Asphalt
1903 St. Mary's Ave.	Dailey Asphalt
202 E. Collins Dr.	K. Scheeler Const.
4117 Clubview Dr.	Harley Graham, Inc.

2. Received the following petitions for installation of street lighting:

Between 4501 and 4538 Avondale Dr. — Approved and ordered Street Lighting Engineering to investigate and report.

On Hoagland Ave. between Pontiac St. and Rudisill Blvd. — Approved and ordered Street Lighting Engineering to investigate and report. Board Order 185-82 issued.

3. Received payment request from T-G Excavating, Inc. in the amount of $16,520.69 for work done on Resolution 357-82, Berry and Begue Streets. W.O. 79034. — Approved and ordered City Utilities to pay invoice.

4. Received payment request from Rieth-Riley in the amount of $106,177.27 for work done on Resolution 5927-82. — Approved and ordered Community Development & Planning to pay invoice.

5. Received payment request from L. W. Dailey in the amount of $51,830.00 for work done on Resolution 5935-82. — Approved and ordered Community Development & Planning to pay invoice.

6. Received payment request from Wayne Asphalt in the amount of $26,681.60 for work done on Resolution 5944-82. — Approved and ordered payment be made from Appropriation 138 972 DD31 4431.

7. Received partial payment request #2 from Earth Construction in the amount of $1342.80 for work done on Water contract 82-XP-1. — Approved and ordered City Utilities to pay invoice.

8. Received Water Contract 82D6, Yardley Manor, Phase II. — Approved.

9. Received request from Water Engineering for A 8oard Order Number to prepare plans, specifications and bid documents for the extension of a water main to the north side of the entrance drive into Fort Wayne Housing Authority property, Leo Road Site.

   Approved and ordered Water Engineering to prepare plans, specifications and bid documents.

   8ids will not be received until after January 1, 1983.

   Board Order #186-82 issued.

10. Received agreement with 8onar & Associates, Inc. for engineering design, plans, specifications to accomplish the abandonment of the Berry Street Sewer.
    8asic Services - $44,700.00
    Resident Project Services - $14,400.00

    Approved.

    A true copy herein incorporated.

11. Received the following partial payments approved by the Water Pollution Control Engineering Department for the SPY RUN STUDY AREA, C 180599-07:

	PAYMENT	ESCROW	BANK
a) 8utler & 8utler, Estimate #1 for Sewer Resolution 330-80.	$10,369.80	1,152.20	Lincoln National

12. Received the following partial payments approved by the Water Pollution Control Engineering Department for the JUNK DITCH STUDY AREA, C180599-09:

a) Winzeler Excavating Co., Inc., Estimate # 12 for Resolution 341-80.	105,038.74	-0-	-
b) Ness Excavating, Inc. Estimate #15 for Resolution 345-80.	788.00	-0-	-
c) Ness Excavating, Inc., Estimate #7 for Resolution 347-80.	38,188.93	-0-	-
d) 8ercot, Inc., Estimate #6 for Resolution 352-80.	22,133.18	1,833.92	Indiana 8ank

13. Received the following partial payments approved by the Water Pollution Control Engineering Department for the NORTH MAUMEE STUDY AREA, C-180599-08:

a) John Dehner, Inc., Estimate #14, for Resolution 335-80.	9,564.00	-0-	-
b) John Dehner, Inc., Estimate #10, for Resolution 336-80.	4,132.25	-0-	-
c) John Hartman Construction, Estimate #9 for Resolution 338-80.	46,446.30	-0-	-

14. Received the following partial payments approved by the Water Pollution Control Engineering Department for the ST. JOE STUDY AREA, C-180599-06:

a) L. W. Dailey, Inc., Estimate #13 for Resolution 311-80.	83,095.19	705.90	Indiana 8ank
b) Weitzel Construction, Estimate #18 and FINAL for Resolution 312-80	17,343.35	-0-	-
c) 8ercot, Inc., Estimate #11 and FINAL for Resolution 314-80	22,701.64	-0-	-
d) Earth Construction & Engineering, Inc. Estimate #14 and FINAL for Resolution 315-80	21,317.85	-0-	-

14. ST. JOE STUDY AREA continued:

e) Earth Construction & Engineering, Inc. Estimate #FINAL for Resolution 316-80.	$ 6,607.95	-0-	-
f) Earth Construction & Engineering, Inc. Estimate #8 for Resolution 319-80.	26,084.80	-0-	-
g) T-G Excavating, Inc. Estimate #10 for Resolution 321-80.	2,973.12	-0-	-

15. EMERGENCY RESOLUTION 72-141-15

Whereas, the roof on the building at 307 E. Murray has developed a substantial leak and,
Whereas, the E.M.S. Department has determined an immediate repair of said roof is necessary, and
Whereas, the Board of Public Works hereby declares an emergency situation does exist to repair said roof and received bids from the following contractors: All Weather Exterior, Inc. in the amount of $15,152.00 and R & S Roofing, Inc. in the amount of $16,800.00,
Now, Therefore, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to All Weather Exteriors, Inc. for their low bid of $15,152.00.

Approved and adopted. A true copy herein incorporated.
Purchase Order 21112 issued.

16. EMERGENCY RESOLUTION 72-141-16

WHEREAS, the Street Department has determined an immediate repair exists in the dike in Belle Vista Addition (Allendale Court); and

WHEREAS, the Board of Public Works hereby declares an emergency does exist to repair said dike and received bids from the following contractors; Spears-Dehner, $2,850.00; Fleming Excavating, $3,785.00; Dailey, Inc., $3,690.00 and Moellering, $4,340.00.

NOW, THEREFORE, the Board of Public Works instructs the Purchasing Department to issue a Purchase Order to Spears-Dehner for their low bid of $2,850.00

Approved and adopted. A true copy herein incorporated.

Meeting adjourned at 9:55 a.m.

Robert Anderson Jr.

Attest: Sandra E. Kennedy

THURSDAY, NOVEMBER 18, 1982

Department of Public Works
Office of the Board
Room 920, City-County Building
Meeting Held at 3:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
and S. E. Kennedy, Clerk — Present

1. HEARING OF CONFIRMATION OF ASSESSMENT ROLL: — Confirmed.

   Street Lighting Resolution 158-82, for the installation of street lighting on Home Avenue from Broadway to Thompson Ave. — Ordered sent to the Department of Finance.

2. HEARING ON ADOPTION OF REVISED WPC RULE & REGULATIONS: — Confirmed.

   Resolution 72-117-13 adopted October 13, 1982 by the Board of Public Works establishing General Rules and Regulations for the Fort Wayne Water Pollution Control Utility. — Ordered sent to the Director of Water Resources for implementation.

3. Received request from New Water & Sewer Permits Office for an extension of time for payment of the Area Connection Fees for the Snow Removal Equipment Building. — Approved and ordered the payment of the Area Connection Fees to be extended for a period of three months.

   The Tap Connection Fee of $70.00 is to be charged and a permit for the sewer connection issued.

Meeting adjourned at 4:30 p.m.

Attest:

WEDNESDAY, NOVEMBER 24, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, and S. E. Kennedy, Clerk, — Present

1. RECEIVED BIDS: — Award contract on Wednesday, December 1, 1982 at 9:00 a.m.

Resolution 377-B2, Leo Road - Clinton Park Drive, 12" sanitary Sewer Extension for Customcraft.

Bercot, Inc.	$121,108.00
Butler & Butler	135,900.00
L. W. Dailey, Inc.	93,896.50
John Dehner, Inc.	124,654.50
Earth Construction	109,810.00
Land Excavating, Inc.	-
Richard Ness Excavating	185,126.00
Scheidleman Excavating	86,192.83
Shambaugh & Son	113,586.80
T-G Excavating, Inc.	119,861,80
Winzeler Excavating	114,954.50
Engineer's Estimate	113,820.00

2. Received the following Driveway Application: — Approved and permit issued.

2921 Poinsette Drive — Brooks Construction

3. Received a petition for the installation of curbing in front of 2827 Hoagland Ave. — Approved and ordered Street Engineering to investigate and report.

4. Received the following petitions for street lighting: — Approved and ordered Street Lighting Engineering to investigate and report.

a) 1650 Sinclair Street
b) 4010 N. Washington Road
c) 1500 Summer St. from Pennsylvania to its southern terminus.

5. Received the following sidewalk Application: — Approved and permit issued.

1122 W. Wayne — K. Scheeler Const.

6. Received the following Driveway Application: — Approved and permit issued.

4700 Vance — Furman Stuery Contractor

7. Received the following Street Cuts Approved and permits issued.

3421 S. Barr St.	Troy Wilson Excav.
Barr beside 248 E. Wallace	NIPSCO
2836 S. Barr St.	NIPSCO
430 Bass St.	NIPSCO
412 E. Berry	C.U.
2935 Bowser	NIPSCO
5815 Breconshire Dr.	C.U.
200 Blk. E. Butler	NIPSCO
202 Collins Rd.	C.U.
230 Collins Dr.	C.U.
4512 S. Colonial	C.U.
DeForest for 2319 Sandpoint	Earth Const.
2921 Poinsette	Baker Trenching & Excav.
1433 Grant	Land Excav.
4035 S. Harrison	C.U.
Harrison & Woodland	C.U.
3212 Hoagland	Hioskind Concrete
3305 Holton	NIPSCO
Kenwood for 1909 Hobson	C.U.
Illinois & W. Jefferson	NIPSCO
2114 S. Lafayette	Martin Enterprises
2118 S. Lafayette	Martin Enterprises
509 E. Lewis	NIPSCO
4229 Lillie St.	NIPSCO
4338 Lillie	C.U.
200 Blk. W. Main	C.U.
Masterson & Cromwell	C.U.
3602 Northrop	NIPSCO
1421 Ohio	Land Excavating
2727 Oliver	NIPSCO
2100 Packard	C.U.
4505 Plaza Dr.	C.U.
2531 E. Pontiac	NIPSCO
1313 Production	NIPSCO
Progress Rd. (W/of Seyfert's driveway)	C.U.
2300 Blk. Randall Rd.	C.U.
2020 Redwood	Land Excavating
3211 Robinwood	NIPSCO
618 Runnion	NIPSCO
415-4151/2 St. Martins	"
2025 Sherborne Blvd.	C.U.
6102 Southcrest	C.U.
1666 Spy Run	NIPSCO
3406 W. State	NIPSCO
4702 Taylor	C.U.
Tennesee (N. side of street, 15' W/of bridge	NIPSCO
1603 E. Wayne	Land Excavating
401 W. Williams	NIPSCO
Williams beside 2000 S. Lafayette	"
5210 Winter	C.U.
3423 Amulet	NIPSCO
1612 N. Anthony	"
Cass St. W/of 230 4th	"
3511 Courtwood	"
1926 Curdes Ave.	"
939 Edgewater	"
6937 Embers Ct.	"
1334 W. Fourth St.	"

7. Street cuts continued — Approved and permits issued.

675 Huffman	NIPSCO
St. Joe Rd. & St. Joe Center	"
Sherman St. next to 904 Third	"
308 Sixth	"
3300 E. State Blvd.	"
Trier & Coliseum	"

8. Received the following requests for barricades — Approved and permits issued.

   a) Irmscher & Sons, 1030 Osage, to barricade Berry & Calhoun (SE corner on Berry on Nov. 5, 1982 thru Nov. 16, 1982 around the clock.
   PURPOSE: To place dumpster for removing building materials.

   b) Werling Contracting Corporation, 8041 Weelock Rd., to barricade curblane at 2728 Roscommon Dr. on Nov. 12 thru Nov. 16, 1982, around the clock.
   PURPOSE: To place dumpster for removing construction materials

   c) Construction, Inc., P. O. Box 5483, to barricade 820 S. Calhoun East most North bound lane on Nov. 12, 1982.
   PURPOSE: Pull I Beam from Building

   d) James Crawford Jr., Ft. Wayne Police Dept., for Nov. 12, 1982, 7:30 p.m. on 11/12/82 to 6:00 p.m. on 11/13/82, basement of Coliseum.
   PURPOSE: Bicycle Motor Club

   e) Construction, Inc., to barricade 809 Calhoun St. on Tuesday November 16 and 17, 1982 bet. 8:30 a.m. and 3:00 p.m.
   PURPOSE: Renovating Store Front

   f) Dailey Asphalt, P. O. Box 8132, to barricade intersection of Anthony & Tilden around the clock on Nov. 22 thru Nov. 24, 1982.
   PURPOSE: Repair pavement settlement on Anthony & Tilden

9. Received the following request for parades. — Approved and permits issued.

   a) The Church in Fort Wayne, 1015 E. Maple Grove, on Sept. 15, 1982, 11:00 a.m. to 1:30 p.m., around Court House and City-County Bldg.,
   PURPOSE: Demonstration

   b) Mission Club, Rosy Sarrazine, St. Francis College, 2701 Spring St., on Sat. Oct. 23, 1982, 9:00 a.m. to 2:00 p.m., starting at St. Francis College, Spring to Bass, Bass to Leesburg, Past 69, Right on O'Day, Right on Cook, Right on Huguenard, Left on State, Right on Tyler, Right on Spring to College.
   PURPOSE: Walkathon, Fundraiser for Mission Club

   c) Parkview Memorial Hospital, 2200 Randallia Dr., on Oct. 9, 1982, 9:00 a.m. to 9:45 a.m., starting at Snider High School and ending at same as per map.
   PURPOSE: 10 K Run

   d) Detachment 1, Marine Corp. Reserve, Master Sgt. Hartman, 535 Green St., New Haven, IN, on Oct. 9 and 10th, 1982, starting at St. Marys and ending at Franke Park.
   PURPOSE: March to and from Train Area

   e) Concordia High School, 1601 St. Joe River Dr., on Oct. 13, 1983, 6:30 p.m. to 7:00 p.m., starting at school and terminating at Zollner Stadium.
   PURPOSE: Homecoming caravan

9. Parade permits continued

f) City of Churches Rally Committee, George Timm, 4721 Illinois Rd., on November 21, 1982, at 3:15 p.m., starting at Freiman Square going across City County Lot down the Landing and across to Pearl Street and stop.
PURPOSE: City of Churches Rally Committee

g) Rick Ritter, Vet Center, 528 W. 8erry Street, on Oct. 24, 1982, from 12 Noon to 12:40 p.m., starting at National Guard Armory on Clinton to Freimann Square on Clinton.
PURPOSE: POW/MIA Recognition

h) PTA Abbett School, Cornelia L. Shideler, 4325 Smith Street,4:30 to 5:00 on Oct. 27, 1982, starting at Oliver & Senate going south on Oliver to Capitol, West on Capitol to Smith Street and North on Smith to the Flag Pole at Abbett School.
PURPOSE: Pre-Carnival Activity

i) Progressive Baptist Church, Mrs. Mildred Thompson, 947 E. 8erry, on Oct. 30, 1982, from 1:00 p.m. to 6:00 p.m., Starting at Ind. Tech Parking Lot to S. Anthony, South on Anthony to Lewis, West on Lewis to Hanna, South on Hanna to 8uchanan St., East on 8uchanan to John Street to Progressive Baptist Church.
PURPOSE: Pre-Thanksgiving Parade

j) Allen County Council of Veterans Organizations, P. O. 8ox 10373, on November 10, 1982, from 7:30 p.m. to 9:00 p.m., starting at Wayne & Fairfield and ending at Calhoun & Superior.
PURPOSE: Veterans Oay Parade

10.	Received pay estimate #11 to Hagerman-Shambaugh in the amount of $693,099.35, note for $81,541.10, and escrow in the amount of $40,770.55 to Lincoln 8ank for work performed on AWT C180774-03.	Approved and ordered City Utilities to pay invoice from Water Pollution Control Utility Construction Fund.
11.	Received invoice in the amount of $23,048.87 from Gaines Construction Co. for work performed in Res. 5931-82, Oxford Phase II.	Approved and ordered Community Oevelopment & Planning to pay invoice.
12.	Received change order #1 (FINAL) Earth Construction & Engineering, Wildwood River Crossing, Contract 82-XP-1, reducing the amount of contract by $693.00.	Approved and ordered sent to Common Council Oecember 28, 1982 at 8 p.m.
13.	Received change order #1 for Wayne Asphalt & Construction Co., Inc., Resolution 5944-82, increasing contract in the amount of $31,004.90.	Approved and ordered sent to Common Council Oecember 28, 1982 at 8 p.m.
14.	Received invoice #17 in the amount of $6,531.00 from Clyde E. Williams for work performed on Coliseum 8lvd. Signal Interconnect, Project HES-MG-HHS-200-9.	Approved and ordered invoice to be paid from LRS Funds.
15.	Received invoice in the amount of $26,659.57 from Rieth-Riley Construction Company for work performed on Resolution #5933-82.	Approved and ordered Community Oevelopment & Planning to pay invoice.
16.	Received invoice in the amount of $25,679.25 from Hipskind Concrete for work performed on Resolution 5932-82.	Approved and ordered Community Oevelopment & Planning to pay invoice.

17.	Received invoice in the amount of $2,298.50 from L. W. Dailey, Inc., for invitational bid, P. O. #17902, to install wingwalk at Greenlawn and Cortland and at N.E. corner of State Street and St. Marys Avenue.	Approved and ordered invoice to be paid from Appropriation #4-02-128-129-01-4431.
18.	Received invoice in the amount of $2,162.90 from Hioskind Concrete Corporation for worked performed on Res. 5943-82, Flood Repair Pemberton Dike.	Approved and ordered City Utilities to pay invoice.
19.	Received Special Sewer Permit for Brooks Construction, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond is not required and maintenance bond will be submitted later, for Yardley Manor San. Sewer.	Approved and Special Sewer Permit issued. Sent to WPC for handling. Board Order Number 187-82.
20.	Received request for five fire hydrants on Meyer Road and Maumee Rd.	Approved and forwarded to Water Maintenance to issue work order.
21.	Received agreement between City and Fort Wayne Public Transportation Company for the use of a snow plow in exchange for a dump truck for 1982-83 winter season.	Approved. A true copy incorporated herein.
22.	Received change order #6 from Hagerman-Shambaugh, Joint Bidders, AWT, Project C-180774-03, decreasing contract in amount of $71,298.00.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
23.	Received change order #4 (FINAL) from Earth Construction, Resolution 314-80, Phase I, decreasing contract $18,623.01.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
24.	Receive change order #3 (FINAL) from Bercot, Inc., Resolution 314-80, Phase II, increasing contract $11,255.75.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
25.	Received change order #3 (FINAL) from Earth Construction, Resolution 315-80, increasing contract $25,974.68.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
26.	Received change order #3 (FINAL) from Earth Construction, Resolution 316-80, decreasing contract $20,052.90.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
27.	Received change order #6 (FINAL) from Earth Construction, Resolution 313-80, increasing contract $5,218.20.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
28.	Received change order #5 (FINAL) from Weitzel Construction Co., Resolution 312-80, increasing contract $56,321.82.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
29.	Received change order #2 (FINAL) from John Hartman Construction, Resolution 317-80, decreasing contract $2,367.95.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.
30.	Received change order #2 (FINAL) from Scheidelman Excavating, Inc., Resolution 320-80, increasing contract $359.41.	Approved and ordered sent to Common Council on Tuesday December 14, 1982 at 8 p.m.

31.	Received a Street Dedication Deed for South 9 feet of Lots 115-119 and vacated alley all in Hanna's Addition to the City of Fort Wayne.	Approved and to be recorded. A true copy is incorporated herein.
32.	Received from Bonar & Associates, Inc., letter dated November 17, 1982, amending original agreement for Flood Disaster Professional Services, increasing the maximum fee as stipulated in agreement dated March 16, 1982, from $52,500 to $60,000.	Approved. A true copy is incorporated herein.

Meeting of 11-24-82 adjourned at 10:15 a.m.

Attest: Sandra E. Kennedy

WEDNESDAY, DECEMBER 1, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, and S. E. Kennedy, Clerk. — Present

1. RESOLUTION 72-149-1 — Approved.

   Board declared that an immediate emergency exists to repair and investigate the condition of the Nebraska Lift Station Outfall and Pump Station. — Ordered the Water Pollution Control Department to obtain firm quotes.

   Ordered the Purchasing Department to issue a confirming purchase order to the contractor selected by the Board.

2. Received the following Driveway Application: — Approved and issued permit.

   7204 Kumfer Ave. Baker Trenching

3. Received the following petitions for Street or alley lighting: — Approved and ordered Street Lighting Engineering Department to investigate and report.

   a) Winter Street, McKinnie to Senate.

   b) Decatur Road, 7103 to 6409.

   c) Norwood Addition

   d) In the rear of 1724 Rosemont Dr.

4. Received a petition for the installation of curbing and sidewalk in front of 1202 W. Oakdale Dr. — Approved and ordered Street Engineering Department to investigate and report.

5. Received a petition for the installation of ornamental street lighting on Corwin Lane, 100 thru 500 blocks. — Approved and ordered Street Lighting Engineering Department to investigate and report.

6. Received pay estimate #2 from Bercot in the amount of $30,596.38 for Resolution 358-82, Catch Basin & Inlet Replacement — Approved and ordered City Utilities to pay invoice.

7. Received pay estimate #3 from John Dehner in the amount of $23,863.41 for Resolution 5934-82, Oxford Phase VII. — Approved and ordered Community Development & Planning to pay invoice.

8. Received pat estimate #1 from Dailey Asphalt in the amount of $24,503.69 for Resolution 5951-82, Resurfacing in the 1st District. — Approved and ordered invoice be paid from Appropriation 395 006 5951 4431.

9. Received pay estimate #1 from Dailey Asphalt in the amount of $34,073.37 for Resolution 5947-82, Resurfacing of Coldwater, St. Joe, and Coliseum. — Approved and ordered invoice to be paid from Fund 138 972 0034 4431.

10. Received pay estimate #3 from Dailey Asphalt in the amount of $126.00 for Resolution 5936-82 Resurfacing Trier Road.	Approved and ordered invoice to be paid from LRS Acct. 138 972 0033 4431.
11. Received Water contract 8204, Serenity Drive Water Main Extension.	Approved.
12. Received recommendation from WPC Engineering to accept Baxter Street Combination Sewer.	Approved. Ordered Acceptance Letter to be written.
13. Received final payment from Schiedleman Excavating in the amount of $969.97 for Resolution 356-81, Baxter Street Sewer.	Approved and ordered final payment be made.
14. Received contract for Resolution 162-82 with Weikel Line Company for Street lighting on Lough Nest Drive.	Approved and ordered sent to Common Council for their approval.
15. Received contract for Resolution 376-82 with T-G Excavating, Inc. for Nebraska Lift Station Outfall Repair.	Approved and ordered sent to Common Council for their approval.
16. Received agreement from HNTB for Promissory notes.	Approved. A true copy herein incorporated.
17. Received Sewer Reimbursement for Northwest Washington Group.	Approved.
18. Received request from WPC Engineering for partial release of retainage to Ried, Quebe, Allison, Wilcox & Associates in the amount of $36,512.19 from Escrow Account at Lincoln National Bank.	Approved.
19. Received invoice #49 from HNTB in the amount of $14,946.69 to be paid by check in the amount of $12,704.69 and promissory note for $2,242.00.	Approved. Ordered City Utilities to write a check for $12,704.69, and promissory note be issued.
20. Received invoice #50 from HNTB in the amount of $12,597.17 to be paid by check in the amount of $10,707.59 and promissory note for $1,889.58.	Approved. Ordered City Utilities to write a check for $10,707.59 and a promissory note be issued.
21. Received the following street cuts.	Approved

2300 Blk.Bowser	NIPSCO
3224 Broadway	"
231 S. Clinton	C.U.
1128 E. Cook Rd.	"
1816 E. Creighton	J & G Water & Sewer Disconnect
Forest Hill & Fernwood	C.U.
4900 Blk. Gaywood	NIPSCO
1517 Howell	C.U.
2400 W. Jefferson	"
4125 S. Lafayette	NIPSCO
N.E. corner of Lima & Coliseum	"
2909 L. Huntington Rd.	C.U.
Old Decatur Rd. Southtown Mall Apts.	"

21. contd. Street Cuts — Approved

2803 Oliver St.	NIPSCO
2020 Olladale Dr.	"
5910 Radcliff	C.U.
2131 Roy Street	"
507 Russell Ave.	NIPSCO
4300 Sherman	C.U.
Sixth St. from Calhoun to Harrison then North on Harrison	NIPSCO
530 Southview Ave.	"
State & Anthony N.W. Corner	C.U.
2700 Blk. Taylor	NIPSCO
3109 & 3117 Warsaw	"
4041 Warsaw	C.U.
3701 Wayne Trace	NIPSCO
2411 Wood Valley Dr.	C.U.

EMERGENCY CUTS — NIPSCO

417 Archer
Barthold & 4th St.
On Bowser Acr. Frm. 1232 Creighton
240 E. Butler
244 Butler
1403 Cass St.
1201 Elm
723 Columbia Ave.
515 E. Creighton (acr.frm.)
516 Dalman (acr. frm.)
2202 Drexel
3005 S. Hanna
3803 S. Hanna
918 Herman St.
1513 High St.
2924 Holton
4231 Indiana Ave.
715 Jefferson Blvd.
2403 John St.
904 Madison
614 Madison
716 Madison
1616 W. Main St.
3602 Northrop
3311 Reed St.
4705 Schaper Dr.
3530 Smith St.
2726 Taylor
727 E. Creighton

22. Received the following barricade permits. Approved.

a) Heldenbrand Const., P. O. Box 647, Muncie, IN, Nov. 29, 1982, thru Dec. 1, 1982, around the clock at 500 bl. W. of intersection of Anthony & Paulding, one lane.
PURPOSE: repair of street of NIPSCO

b) Mike Evertson, Earth Construction, 3333 Engle Rd., Ft. Wayne, November 29, '82 for 7 weeks, around the clock, location intersection of Hanna & Berry North Lane of Berry at Hanna

c) S. E. Jahn Co., 1021 E. Wallace St., Ft. Wayne, IN, on Nov. 30 to Dec. 1, '82, Noon on Tues to 5 pm on Wed., location Morton Street Lift Station - Dead End into Edgewater.
PURPOSE: Setting up conveyor for City

d) Harry Proxmire, 2111 Garden Park, Ft. Wayne, on Dec. 3, 1982, 12 Noon to 9:00 p.m., location Alley back of Forest Park United Methodist Church 2100 Kentucky Ave., barricades the length of church property.
PURPOSE: Fish & Tenderloin dinner

22. Barricade permits received. cont'd. Approved

e) Heldenbrand Construction, 1500 Robin Lane, Muncie, IN, Mon. Dec. 6, 1982 thru Wed. Dec. 8, 1982, around the clock, 1230 E. State, Westbound Lanes.
PURPOSE: Street Repair

f) Heldenbrand Construction, 1500 Robin Lane, Muncie, IN, Mon. Dec. 6, 1982 thru Wed. Dec. 8, 1982, around the clock, South Wayne, 110' South of Kinnaird, Southbound lane.
PURPOSE: Street Repair

g) I & M, 2101 Spy Run Avenue, Ft. Wayne, Dec. 7, 1982 thru 9th, 24 hrs. a day, West lane of Lafayette St. between Main & Columbia.
PURPOSE: Installation of service to the Art Museum

Meeting adjourned at 10:10 a.m.

Attest:

THURSDAY, DECEM8ER 2, 1982

Department of Public Works
Dffice of the 8oard
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, R. A. Staten, 8. R. Collins, and S. E. Kennedy, Clerk — Present

1. HEARING DN NDTICE TD PROPERTY OWNERS

   Street Lighting Resolution 163-82 for the installation of ornamental lighting in the 100 to 500 blocks of Edgeknoll Lane.

   Continued till December 16, 1982 at 3:30 p.m.

   Will receive remonstrance until Monday, December 13, 1982 at 5:00 p.m.

2. AWARD CDNTRACT

   Award contract for Resolution 377-82, Leo Road-Clinton Park Drive Sanitary Sewer Extension to Scheidleman Excavating for their low bid of $86,192.83.

   Approved and ordered WPC Engineering to prepare contract.

3. Received resolution 374-82, Group 9 Third Street Sewer Repairs, DSR's 044886, 047085, 047084.

   Approved and a true copy herein incorporated.

   Advertise Notice to Contractors December 3 & 10, 1982.

   Receive bids December 22, 1982

Meeting adjourned at 3:45 p.m.

Attest: Sandra E Kennedy

Department of Public Works
Office of the Board
Room 920, City-County 8uilding
Meeting held at 9:00 a.m.

S. A. 8ailey, R. A. Staten, B. R. Collins, and S. E. Kennedy, Clerk — Present

1.	Received the following driveway applications. 4708 Lafayette Esplande R & R Const. 5425 Ardmore Leonard Cox	Approved and permit issued.
2.	Received payment request of $23,481.78 to Land Excavating, Inc. for Res. 362-82 Group 2 Sewer Repairs. DSR's 044760, 047071, 047099, 047024, 0471S8, 047091, 047082, 047072 & 040988.	Approved and ordered City Utilities to make payment.
3.	Received payment request of $13,392.60 to Land Excavating, Inc. for Res. 373-82, Group Eight Sewer Repairs. DSR's 047089, 047243, 047241, 047242, & 047093.	Approved and ordered City Utilities to make payment.
4.	Received payment request of $3,432.64 to T-G Excavating, Inc. for Res. 361-82, Group S Sewer Repairs. DSR #041997.	Approved and ordered City Utilities to make payment.
S.	Received payment request of $10,014.66 to T-G Excavating, Inc. for Res. 363-82, Group 6-8, Terminal Ponds & Sludge Lagoons. DSR's #047122, 047124, 047127, & 044873	Approved and ordered City Utilities to make payment.
6.	Received payment request of $16,908.56 to All-Star Construction & Excavating for Res. 372-82 - Group 7 Sewer Repairs. DSR's 044875, 044876, 044877, 044878, 044879, 044880, 044881, 044882, 044883, 044898, 044899, 044900.	Approved and ordered City Utilities to make payment.
7.	Received payment request of $S,683.60 to 8rooks Construction Co., Inc. for Res. 5948-82, Asphalt Resurfacing 6th Councilmanic District.	Approved and ordered payment from Appropriation Fund 3-95-006-S94-84-431, P.O. # A-20317.
8.	Received payment request of $2,358.00 to Rieth-Riley Construction Co., Inc. for Res. 5933-82, Hanna-Creighton Phase VI.	Approved and ordered Community Development and Planning to pay invoice.
9.	Received payment request of $1,138.S0 to 8rooks Construotion Co., Inc. for Res. 5952-82, Asphalt Resurfacing 3rd Councilmanic District.	Approved and ordered payment from Appropriation Fund 3-9S-006-S95-24-431. P.O. A-20318.
10.	Received payment request of $17,943.07 (partial payment #1) from Earth Const. & Engineering Inc. for Res. 368-82, Flood Damage Spy Run & Elizabeth St. DSR #79046.	Approved and ordered City Utilities to make payment.
11.	Received payment request of $8,069.60 (partial payment #1) for Earth Const. & Engineering, Inc. for Res. 72-73-4 Emergency Res. 60" Combination Sewer Repair - Hanna & 8erry. DSR's 048183 & 048184.	Approved and ordered City Utilities to make payment.

12.	Received payment request of $2,450.00 from T-G Excavating, Inc. for Res. 349-80, Sprunger Lift Station.	Approved and ordered City Utilities to make payment.
13.	Received payment request of $4,426.80 from Earth Construction & Engineering Inc. for Res. 365-82, 1200 Bl. N. 8arr 12" 5torm Sewer Repair - Partial payment and FINAL.	Approved and ordered City Utilities to make payment.
14.	Received request Purchasing Department to approve Purchase Order #A-024017 to State Equipment Co., Inc., for 2 air compressors for the Water Maintenance & 5ervice Department, total $17,120 ea.	Approved and ordered City Council for prior approval 12-7-82.
15.	Received pay estimate #63 to Hagerman-Shambaugh for C-180538 Div. I, WPC Plant Expansion. Payment in the amount of $287,309.46 and Escrow $15,121.54 to Escrow Account at Lincoln National.	Approved and ordered City Utilities to make payment of $287,309.46 and Escrow Account at Lincoln Bank - $15,121.54.
16.	Received recommendation from Water Eng. Department that Letter of Acceptance be issued contractor Scheidleman Excavating, Inc. for Ludwig Road Water Main, Res. #1024-81.	Approved and acceptance letter written.
17.	Received request from Purchasing Dept. to approve Purchase Order #A-23982 to Ulrich Chemical for 220 tons of liquid chlorine for Water Pollution Control Plant. Total $23,306.80.	Approved and ordered sent to Common Council for approval.
18.	Received request from Purchasing Dept. to approve Purchase Order #A-23978 to All Phase Electric Supply for 1983 Electric Lamp requirements. Total $33,000.00. (For 5t. light Dept.)	Approved and ordered sent to Common Council for approval.
19.	Received request from Purchasing Dept. to approve Blanket Purchase #A-23970 to Royal Typewriter and Purchase Order #A-023918 toAllen 8usiness Machines for typewriters for various departments.	Approved and ordered sent to Common Council for approval.
20.	Received Change Order #1, Res. #5938-82 Resurfacing Goshen Road, from Street Engineering for increase of $9,977.07, Contractor Dailey Asphalt Products Co.	Approved and ordered sent to Common Council for approval.
21.	Received close out Final change order for St. Joe Study Area, Res. 310-80, Phase IV, Contractor Rocco Ferrera & Co., Change Order #5 - decrease $51,901.35.	Approved and ordered sent to Common Council for approval.
22.	Received close out Final change order for 5t. Joe Study Area, Res. 311-80, Contractor, L. W. Dailey, Inc., Change Order #4 - increase $39,815.65.	Approved and ordered sent to Common Council for approval.
23.	Received payment request of $12,000.00 to Neenah Foundry Co. for storm sewer castings for 5treet Engineering.	Approved and ordered payment from Appropriation Fund 1-28-972-STP-R4-431. P.O. #A-19976.

24.	Received Sewer Construction Permit from WPC Engineering for Daniel D. Doehla, 20S W. Wallen Road.	Approved. 8oard Order #192-82
25.	Received request from WPC Engineering to release escrow to Earth Construction & Engineering, Inc., $7,S00.00, Lincoln National 8ank - Escrow Agent. This is for St. Joe Study Area C-180S99-06, Res. 316-80 - "Cinderella Village". Also received recommendation from WPC that this resolution meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the City's sanitary system.	Approved escrow release of $7,S00.00 - Lincoln National, and acceptance letter written, Res.316-80, Earth Const. & Eng., Inc.
26.	Received request from WPC Engineering to release escrow to Earth Construction & Engineering, Inc., $10,S27.02, Lincoln National Bank - Escrow Agent. This is for St. Joe Study Area C-180S99-06, Res. 313-80 - "Limberlost-Mardego Hills". Also received recommendation from WPC that this resolution meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the City's sanitary system.	Approved escrow release of $10,527.02 - Lincoln National, and acceptance letter written, Res.313-80, Earth Const. & Eng., Inc.
27.	Received request from WPC Engineering to release escrow to Earth Construction & Engineering, Inc., $16,100.00, Lincoln National 8ank - Escrow Agent. This is for St. Joe Study Area C-180S99-06, Res. 314-80, "Waterswolde, Northwood Park, Rousseau, Hollywood Gardens". Also received recommendation from WPC that this resolution meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the City's sanitary system.	Approved escrow release of $16,100.00 - Lincoln National, and acceptance letter written, Res. 314-80, Earth Const. & Eng., Inc.
28.	Received request from WPC Engineering to release escrow to Earth Construction & Engineering, Inc., $6,300.00, Lincoln National Bank - Escrow Agent. This is for St. Joe Study Area C-180S99-06, Res. 315-80, "Aldae - Dau's Suburban Additions". Also received recommendation from WPC that this resolution meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the City's sanitary system.	Approved escrow release of $6,300.00 - Lincoln National, and acceptance letter written, Res. 315-80, Earth Const. & Eng., Inc.
29.	Received recommendation from Street Eng. that sidewalk storm damage at 624 Riverside & 318 Elizabeth be repaired.	Approved & ordered P. O. A-19067 awarded to Hipskind Concrete be extended to cover these locations.
30.	Received contract between the City of Fort Wayne and Wayne Asphalt & Const. Co., Inc., for Res. No. S9S3-82, 2nd & 4th Councilmanic Districts - 1982 Asphalt resurfacing.	Approved and ordered sent to Common Council for their approval.

31.	Received contract between the City of Fort Wayne and Wayne Asphalt & Const. Co., Inc. for Res. 5959-82, resurfacing and restoring pavement as follows: (1) Calhoun St. - from the south pavement line of Paulding Rd. to the north pavement line of Tillman Rd.; (2) N. Washington Rd. - from the south property line of Taylor St. to the north property line of Covington Rd. Alternate*** (3) Fairfield Ave. - from the south curb line of Jefferson Blvd. to the south property line of Lavina St.	Approved and ordered sent to Common Council for their approval.
32.	Received contract between the City of Fort Wayne and Dailey Asphalt Products Co., Inc., for Res. 5958-82, 1982 Resurfacing (Bond Issue) 7th Pkg.	Approved and ordered sent to Common Council for their approval.
33.	Received request for release of retainage in the amount of $10,335.20 to Dailey Asphalt Co., Inc. for Res. 5936-82 - 1982 Asphalt Resurfacing Trier Rd.	Approved and ordered payment from Appropriation Fund 138 972 0033 4431.
34.	Received request for release of retainage in the amount of $11,797.47 to Rieth-Riley Const. Co., Inc. for Res. 5927-82 - Northwest Central Neighborhood, Phase VI.	Approved and ordered Community Development & Planning to pay invoice.

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, December 15, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, 8. R. Collins, and S. E. Kennedy, Clerk. — Present

1. Received the following Driveway Applications: — Approved and permit issued.

5822 Sandra Lee Avenue	Lebrato Bros.

2. Received the following Sidewalk Application: — Approved and permit issued.

5822 Sandra Lee Ave.	Lebrato Bros.

3. Received the following Street Cut Applications: — Approved and permit issued.

2217 S. Anthony	NIPSCO
3422 8eatrice	C.U.
3412 Beatrice & Yorkshire	C.U.
3030 8owser	NIPSCO
5815 Brenconshire	"
800 & 900 Calhoun	Alt & Witzig Eng., Inc.
2905 Calhoun	C.U.
1126 Camp Allen	Griffin Enterprises
1415 Camp Allen	C.U.
2100 S. Coliseum	C.U.
3626 Congress	NIPSCO
3032 Covington Rd.	"
on Creighton beside 2301 S. Anthony	"
314 Fifth	Zimmerman Exc.
First & Cass	C.U.
2021 Freeman	NIPSCO
2715 Glenwood	C.U.
Gutherie & Riedmiller	"
1729 Howell	NIPSCO
4712 Indiana	"
2709 Inwood	C.U.
2701 W. Jefferson	NIPSCO
1008 E. Jefferson (rear)	"
alley e/o Lafayette, s/o Oxford	Gen. Tel.
3529 Lake Ave.	NIPSCO
Lake & Tecumseh	C.U.
810 Larch Lane	NIPSCO
930 Larch Lane	NIPSCO
2725 Lawrence	"
1202 L. Huntington Rd.	C.U.
6610 Maywood Circle	"
2220 Muskoday Pass	"
N. Highlands & Huffman	"
2000 Oakland & Greenlawn	"
926 E. Rudisill	NIPSCO
617 Runnion	"
3920 Smith	C.U.
5420 Smith	"

3. continued:

530 Southview	Ronald Lunz
Spy Run @ 8oltz	Tele Communications
805 Tillman	NIPSCO
908 Cass	"
227 W. Wildwood	"
312 E. Woodland	C.U.
2411 Wood Valley (across from)	NIPSCO
609 8eechwood	NIPSCO
3129 S. Calhoun	"
1830 S. Calhoun	"
S. Calhoun @ W. Wildwood	"
4913 Christopher (across from)	"
1816 E. Crieghton	"
3515 S. Harrison	"
2825 S. Harrison	"
3119 S. Harrison	"
on Killea beside 2901 S. Webster	"
901 E. Lewis	"
on McKinnie behind 28 Willoughby Pl.	"
on McKinnie behind 29 Willoughby PL.	"
735 Milton (across from)	"
2310 Rehm	"
657 State	"
2710 Tayler	"
5105 S. Webster	"
247 E. Williams	"
230 W. Williams	"

4. Received the following petition for street lighting:

at 8urgess and Oakland Streets

Approved and ordered Street Lighting Engineering Department to investigate and report.

5. Received payment for Weikel Line Co., Inc. in the amount of $2,719..88 for Resolution 162-82, Lough Nest Drive.

Approved and ordered invoice to be paid. $271.99 retainage held.

6. Received payment for John Dehner, Inc. in the amount of $45,240.34 for Resolution 5950-82, State 8lvd.

Approved and ordered payment to be made, from Fund 138 972 0023 4431.

7. a) Received report of final inspection from WPC Engineering on Sewer Resolution 353-81 ldlewood Drive Sanitary Sewer that it is acceptable and meets the City of Fort Wayne Standards and can be made an integral part of the City of Fort Wayne's Sewer System.

Approved and ordered Acceptance Letter to be written.

b) Received invoice in the amount of $2701.56 from Scheidleman Excavating, Inc.

Approved and ordered City Utilities to pay invoice.

8. Received invoice from Hipskind Concrete Corp. in the amount of $2,613.10 for work completed at the intersection of Freeman and Taylor, P. O. A21089.

Approved and ordered invoice be paid from Appropriation 128 972 STPR 4431.

9.	Received invoice to Mid America Milling Co. in the amount of $200.00 for emergency repair to W. Jefferson & Freeman.	Approved and ordered invoice to be paid from Appropriation 128 972 STPR 4431.
10.	Received invoice from Wayne Asphalt in the amount of $75,736.55 for Resolution 5949-82 Resurfacing in the 5th Oistrict.	Approved and ordered invoice to be paid from Appropriation 395 006 5949 4431.
11.	Received payment to John Oehner in the amount of $40,119.75 for Resolution 367-82 Owenger Avenue Sewer Repair. OSR 044834.	Approved and ordered invoice to be paid.
12.	Received payment request for John Oehner in the amount of $3630.00 for furnishing field office for 11 months at $330.00 per month.	Approved and ordered invoice to be paid by City Utilities and charged to work order 79023.
13.	Received payment request for Wayne Asphalt in the amount of $10,320.59 for Resolution 5945-82 - 1982 Resurfacing.	Approved and ordered invoice to be paid from Appropriation 138 972 0032 4431.
14.	Received inspection report from Water Engineering Oepartment accepting for future maintenance the Wildwood Avenue Area Water Main, Water Contract 82-XP-1.	Approved and ordered acceptance letter to be written.
15.	Received inspection report from WPC Engineering for Montrose Square Apartments Evard Road Sanitary Sewer Extension stating that it now meets the city of Fort Wayne's standards and specifications.	Approved and ordered acceptance letter to be written.
16.	Received inspection report from WPC Engineering for Orchard Woods Section A storm sewer recommending that it be accepted as an integral part of the city's storm sewer system.	Approved and ordered acceptance letter to be written.
17.	Received from the Oepartment of Purchases Purchase Orders for the contracting of various types of snow removal and construction equipment for the Street Oepartment to be utilized only if the City finds it necessary to go outside the City to contract such services.	Approved and ordered sent to Common Council for their approval.
18.	Received from the Oepartment of Purchases Purchase Orders A29061 and A29062 to Carbon Oioxide Sales Company and Liquid Carbonic Corp. for the purchase of Liquid Caron Oioxide, for use by the Filtration Plant.	Approved and ordered sent to Common Council for their approval.
19.	Received request from GTE for a phone booth in public right of way along Boardway Streetscape.	Approved subject to handicapped access.
20.	Agreement between the City and the Allen County Commissioners for lease of 20 parking spaces in the Old Fort Lot for $40.00 per week, 1-1-83 thru 12-31-83.	Approved and copy herein incorporated.

21.	Received payment request for T-G Excavating, Inc. in the amount of $24,797.55 for Cook Road Feeder Main 82-XP-4.	Approved and ordered City Utilities to pay invoice.
22.	Received an agreement for a Sewer Extension Agreement at 205 W. Wallen Rd.	Approved and ordered sent to Common Council for their approval.
23.	Received payment request for Ground Services in the amount of $13,727.84 for Cook Road Sanitary Sewer.	Approved and ordered City Utilities to pay invoice.
24.	Received Change Order #4 and Final for Resolution 347-80, Poplar Ridge with Ness Excavating & Trucking, Inc., an increase of $8,254.70.	Approved and ordered sent to Common Council for their approval.
25.	Received Change Order #4 and Final for Resolution 350-80, Elmcrest Addition with Ness Excavating & Trucking, Inc., $2,555.27.	Approved and ordered sent to Common Council For their approval.
26.	Received agreement with Clyde Williams & Associates concerning compliance with Indiana Code 5-16-6-1.	Approved.
27.	Received request from Miller-Davis for the Civic Center Parking Garage Phase II in the amount of $176,612.00 and retainage of $19,624.00.	Approved and ordered the Controller's Office to handle.
28.	Received report from WPC Engineering that Inwood Drive Sanitary Sewer. Lot 88 Delta Heights can be accepted as an integral part of the City's sewer system.	Approved and ordered Acceptance Letter to be written.
29.	Received report from WPC Engineering Sanitary Sewer Easement & Sewer to serve St. Vincent's	
30.	Received request for a reduction in retainage for John Dehner, Inc. on Resolutions 330-80, Phase I - $49,313,85; 333-80 - R14,551.38; 335-80 - $56,503.28; 336-80 - $10,813.37; and 337-80 - $10,058.83.	Approved.
31.	Received Change Order #7 and Final for Resolution 345-80, Country Club - Langford Oaks with Ness Excavating & Trucking, Inc. an increase of $7,837.60.	Approved and ordered sent to Common Council for their approval.

32. Received the following partial payments approved by the Water Pollution Control Engineering Department for St. Joe Study Area C 180599-06:

a)	L. W. Dailey , Estimate 14 and FINAL for Resolution 311-80	$27,405.25
b)	T-G Excavating, Inc., Estimate 11 and FINAL for Resolution 321-80	9,204.38
c)	Waynesfield Construction Inc., Estimate #14 and FINAL for Resolution 323-80	26,731.64

33. Received the following partial payments approved by the Water Pollution Control Engineering Department for Spy Run Study Area C-180599-07:

	Payment	Escrow	Bank
a) Butler & Butler Construction Inc., Estimate #2 for Resolution 325-80	$97,729.20	$10,858.80	Lincoln National
b) Bercot, Inc. Estimate #9 and FINAL for Resolution 326-80	54,068.00		
c) Ground Services, Inc. Estimate #13 and FINAL for Resolution 328-80	16,137.57		
d) Scheidleman Excavating, Inc. Estimate #11 and FINAL for Resolution 329-80	7,029.94		

34. Received the following partial payments approved by the Water Pollution Control Engineering Department for North Maumee Study Area C-180599-08:

	Payment	Escrow	Bank
a) John Oehner, Inc. Estimate #14 and FINAL for Resolution 330-80	$57,987.84		
b) John Oehner, Inc. Estimate #9 and FINAL for Resolution 333-80	8,232.98		
c) John Oehner, Inc. Estimate #15 and FINAL for Resolution 335-80	69,941.29		
d) John Oehner, Inc. Estimate #11 and FINAL for Resolution 336-80	14,419.10		
e) John Oehner, Inc. Estimate #10 and FINAL for Resolution 337-80	3,969.00		
f) Bercot, Inc. Estimate #8 for Resolution 340-80	19,104.00		

35. Received the following partial payments approved by the Water Pollution Control Engineering Department for Junk Ditch Study Area C-180599-09:

	Payment	Escrow	Bank
a) Winzeler Excavating Co., Inc., Estimate #14 and FINAL for Resolution 341-80	$17,500.41		
b) Winzeler Excavating Co., Inc. Estimate #13 for Resolution 342-80	25,615.08		
c) Ness Escavating, Inc. Estimate #16 and FINAL for Resolution 345-80	(523.85)		
d) Ness Excavating, Inc. Estimate #8 and FINAL for Resolution 347-80	2,192.19		
e) Winzeler Excavating, Inc. Estimate #11 and FINAL for Resolution 348-80	(2,976.30)		
f) T-G Excavating, Inc. Estimate #10 for Resolution 349-80	33,811.67		
g) Ness Excavating, Inc. Estimate #12 and FINAL for Resolution 350-80	210.86		
h) Winzeler Excavating, Inc. Estimate #11 and FINAL for Resolution 351-80	18,746.29		
g) Bercot, Inc. Estimate #7 and FINAL for Resolution 352-80	66,123.20		

36. Received the following partial payments approved by the Water Pollution Control Engineering Department for St. Joe Study Area C-180599-06:

a) Joe R. Norman Contractor, Inc. Estimate #14 and FINAL for Resolution 310-80, Phase III $ 4,946.50

b) Earth Construction & Engineering, Inc. Estimate #15 and FINAL for Resolution 313-80 6,328.30

37. Received the following partial payments approved by the Water Pollution Control Engineering Department for the Spy Run Study Area C-180599-07:

North Eastern Construction Co., Inc. Estimate #13 and FINAL for Resolution 327-80 $80,410.47

38. Received the following partial payments approved by the Water Pollution Control Engineering Department for the North Maumee Study Area, C-180599-08:

a) John Dehner, Inc. Estimate #13 for Resolution 330-80, Phase II $ 3,193.46

b) John Dehner, Inc. Estimate #9 for Resolution 337-80 10,025.00

c) John Hartman Construction Estimate #8 for Resolution 338-80 27,126.00

d) Rocco Ferrera & Co., Inc. Estimate #16 for Resolution 330-80, Phase I 5,509.02

e) Rocco Ferrera & Co., Inc. Estimate #15 for Resolution 330-80, Phase I 6,300.00

39. Received the following partial payments approved by the Water Pollution Control Engineering Department for the Junk Ditch Study Area C-180599-09:

Winzeler Excavating Co. Estimate #13 for Resolution 341-80 $61,251.09

40. Received the following partial payments approved by the Water Pollution Control Engineering Department for the St. Joe Study Area C-180599-06:

a) Rocco Ferrera & Co., Inc. Estimate #13 for Resolution 310-80, Phase I $ 672.00

b) Rocco Ferrera & Co., Inc. Estimate #15 and FINAL for Resolution 310-80, Phase IV 10,654.51

Meeting adjourned at 10:45 a.m.

Attest: Sandra E Kennedy

THURSDAY, DECEMBER 16, 1982

Department of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Meeting held at 3:30 p.m.

S. A. 8ailey, R. A. State, B. R. Collins, and S. E. Kennedy, Clerk. — Present

1. HEARING ON NOTICE TO PROPERTY OWNERS

Street Lighting Resolution 163-82 for the installation of ornamental lighting in the 100 to 500 blocks of Edgeknoll Lane continued from December 2, 1982.

Confirmed.

Advertise Notice to Contractors December 24, 1982 and December 31, 1982

Received bids on Wednesday, January 12, 1983.

Ordered Street Light Engineering Department to prepare the bid documents.

2. Contract with 8owen Engineering Corp. on Resolution 375-82, 6A, Miscellaneous Repairs at the WPC Plant, DSR's 047106, 047103, 047107, 047108, 047110, 047131, & 042047, has been awarded.

Approved.

The project engineer, 8onar & Associates, will inform the contractor when to proceed on any or all portions of this contract due to the fact that supplemental approval is required from FEMA.

Meeting adjourned at 3:35 p.m.

Attest: Sanford E Kennedy

WEDNESDAY, DECEMBER 22, 19B2

Oepartment of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, and S. E. Kennedy, Clerk — Present

1. Received the following Street Cut Applications: — Approved and permits issued.

Abbott & McKinnie	NIPSCO
Barr St for 303 E. Berry	Shambaugh & Son
Becker at Hike	Street Lighting
141B E. Berry	NIPSCO
620 W. Berry	"
Bowser & Creighton	C.U.
1919 S. Calhoun	NIPSCO
N.E. Corner of Cass & Fifth	C.U.
200 blk. E. Congress	NIPSCO
3535 Crescent	"
716 Frederick	"
3407 Glencairn	C.U.
1111 S. Hanna	NIPSCO
2213 S. Hanna	"
4001 Hessen Cassel	"
3940 Indian Hills	C.U.
Jefferson @ Calhoun for 100 E. Washington	"
4500 Kenilworth	NIPSCO
3116 S. Lafayette	C.U.
4500 Lafayette Esp.	NIPSCO
1001 Leesburg Rd.	C.U.
3402 McKinnie	NIPSCO
1820 Maumee	"
on Monroe acr.fr. 536 E. Berry	"
B09 Prospect	Griffin Enterprises
1125 Sherman	Bob Kurtz
1205 Sylvia	C.U.
Tillman Rd. 400' east of Bauer Dr.	Gen. Telephone
812 Begue	NIPSCO
625 Douglas	"
2825 S. Harrison	"
3230 Harvester	"
1607 Howell	"
1421 McCulloch	"
1712 Oxford	"
2322 Pittsburg	"
430 Council Or.	"
131B Scott	"
729 W. Third	"
1935 E. Washington	"

2. Resolution 374-B2, Third Street Sewer Repairs, Received bids. — Postponed until Oecember 29, 19B2 at 9:00 a.m. to receive bids.

3. Received report from Street Engineering Department; Resolution 5927-B2 has been inspected and is complete. — Approved and the work on Resolution 5927-82, curb and sidewalk has been accepted.

4.	Received report from Street Engineering that Resolution 5936-82 has been inspected and the work has been found to be completed satisfactorily.	Approved and work accepted.
5.	Received report from Street Engineering that Resolution 5939-82, Taylor St. & Covington Road has been inspected and the work has been completed.	Approved and accepted.
6. a)	Received Resolution 5962-82, Hamilton Park Neighborhood, Phase 1 for curbs and sidewalks.	Approved and a true copy herein incorporated. Advertise "Notice to Contractors" 12-24-82 and 12-31-82.
b)	Received Resolution 5961-82, East Central Neighborhood, Phase I for curbs and sidewalks.	Received bids on Wednesday, January 12, 1983 at 9:00 a.m. Ordered Street Engineering Department to prepare the bid documents, for both resolutions.
7.	Received Purchase Order A-24107 (City Utilities), assigned to Graybar Electric Co., Inc. for the purchase of 35,000 feet of copper wire for Street Lighting Engineering Department.	Approved and ordered sent to Common Council for their approval.
8.	Received payment request from Harding, Dahm & Co., Inc. for the State 81vd. Widening (Clinton to Parnell), P. O. 20950, $150.00.	Approved and ordered payment be made from Fund 138 972 0023 4431.
9.	Received payment request #3 from John Dehner, Inc. for the State 81vd. Improvement, P.O. A 20325, in the amount of $15,766.71.	Approved and ordered payment to be made from Fund 138 972 0023 4431.
10.	Received payment request #4 from John Dehner, Inc, in the amount of $11,674.59 for the State 81vd. Improvement, P.O. 20325.	Approved and ordered payment to be made from Fund 138 972 0023 4431
11.	Received payment request #4 from John Dehner, Inc. in the amount of $10,673.46 for Resolution 5934-82, Oxford, Phase VII.	Approved and ordered payment to be made from Fund 195 008 OXC 74 431.
12.	Received payment #3 from L. W. Dailey, Inc. in the amount of $18,833.01 for Resolution 5935-82, East Central Neighborhood, Phase VII.	Approved and ordered payment to be made by Community Development & Planning.
13.	Received payment #5 from John Dehner, Inc. in the amount of $9,558.96 for Resolution 5934-82, Oxford Phase VII.	Approved and order payment to be made from Fund 195 008 OXC 74 431.
14.	Received payment for Wayne Asphalt & Construction Co., Inc, in the amount of $14,523.50 for Resolution 5949-82, Resurfacing in the 5th District.	Approved and ordered payment to be made from Fund 395 006 5949 4431.
15.	Received payment of retainage to Wayne Asphalt & Construction Co., Inc, in the amount of $11,771,30 for Resolution 5939-82, Taylor and Covington Road.	Approved and ordered payment to be made from Fund 138 972 0030 4431.

16. Received payment to Clyde Williams in the amount of $10,329.64 for the Coliseum 81vd. Signal Interconnect.	Approved and ordered payment to be made from LR&S 138 972 0011 4431.
17. Received payment to T - G Excavating Inc. in the amount of $3,880.00 for Flow Meter for Edgewood Utility (Purchase Order A23958).	Approved and ordered payment to be made by City Utilities
18. Received payment for HNT8 for invoices 51 & 52 in the amount of $11,546.54 - $9,814.56 to be paid by check and a note issued in the amount of $1,731.98.	Approved and ordered City Utilities to to make payment.
19. Received payment to Gibson, Tourney, Kim, Inc. in the amount of $29,966.18 for engineering services for the Civic Center Parking Garage, Phase II.	Approved and ordered invoice to be paid.
20. Received pay estimate #12 for Hagerman-Shambaugh for work on AWT C180774-03 in the amount of $450,190.51.	Approved and ordered check to be written for $402,802.04 to Hagerman-Shambaugh; note issued to Hagerman-Shambaugh for $47,388.47; and a note issued to Lincoln National Bank Escrow for $23,694.24.
21. Received Sewer Reimbursement from Chemcentral 7415 Nelson Road in the amount of $650.00.	Approved.
22. Received agreement with Warren W. Shearer for special expert consultant services.	Approved. A true copy herein incorporated.
23. a) Received report from WPC Engineering that project had been inspected and meets the city of Fort Wayne standards and specifications - Resolution 355-82.	Approved and ordered an Acceptance Letter to be written.
b) Received Change Order #1 and Final on Resolution 355-82 for T-G Excavating, Inc. (Outfall Structure Repair); increase to contract of $5,215.89.	Approved and ordered sent to Common Council for their approval.
24. a) Received Change Order #1 and Final for Resolution 882-80, Dale Drive, with an increase of $6,312.10 to the contract.	Approved and ordered sent to Common Council for their approval.
b) Received payment #2 and Final for Dale Drive, Resolution 882-80 in the amount of $19,569.55.	Approved and ordered invoice to be paid.
c) Final inspection has been made and Dale Drive can be accepted as an integral part of the City of Fort Wayne's storm sewer system.	Approved and ordered an Acceptance Letter be written.
d) Property owner assessment roll has been received.	Advertise Notice of Assessment on January 21, 1983 and January 28, 1983. Public Hearing will be held on February 3, 1983 at 3:30 p.m.
25. Received request from Light & 8reuning Realtors for reimbursement of lost revenue in the amount of $375.00 in connection with Resolution 364-82.	Approved and ordered payment be made.

26. Received the following partial payments approved by the Water Pollution Control Engineering Department for St. Joe Study Area, C-180599-06:

	Payment	Escrow	Bank
a) Rocco Ferrera Co. Inc. Estimate #14 and Final for Sewer Resolution 310-80, Phase I	$83,157,02		
b) John Hartman Construction, Estimate #6 and Final for Resolution 317-80.	2,185,39		

27. Received the following partial payments approved by the Water Pollution Control Engineering Department for North Maumee Study Area, C-180599-08:

Rocco Ferrera & Co., Inc. Estimate 17 & Final for Resolution 330-80, Phase I.	$36,596.98

28. Property Assessment Roll has been received on Water Improvement Resolution 1026-81 for water main on Southdale Avenue.

Advertise Notice of Assessment on January 7, 1983 and January 14, 1983. Mail Notices January 7, 1983. Public Hearing will be held on January 20, 1983 at 3:30 p.m.

29. Property Assessment Roll has been received on Street Lighting Resolution 157-82 for ornamental lighting on Arrow Drive from Engle to the southern terminus.

Advertise Notice of Assessment on January 14, 1983 and January 21, 1983. Mail Notices on January 14, 1983. Public Hearing will be held on January 27, 1983 at 3:30 p.m.

Meeting of 12-22-83 adjourned at 10:30 a.m.

Attest: Sandra E Kennedy

WEDNESDAY, DECEMBER 29, 1982

Department of Public Works
Office of the Board
Room 910, City-County 8uilding
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, Present
S. E. Kennedy, Clerk.

1. RECEIVE BIDS: Award contract on Wednesday, January 5, 1983 at 9:00 a.m.

RESOLUTION 374-82, Group 9 Sewer Repairs,
Third Street. DSR's - 044886, 047085, 047084.

	Alternate I	Alternate II
8ercot, Inc.	$1,206,397.00	$1,170,980.00
John Dehner, Inc.	1,084,565.26	1,136,036.68
Earth Construction	1,104,442.50	1,885,380.00
Fattore Construction Co.	1,095,791.00	1,282,720.00
Hernly Brothers Co.	1,734,220.75	1,197,764.20
Winzeler Excavating	1,108,950.20	1,500,300.00
Engineer's Estimate =	1,143,500.00	956,400.00

2. Received the following petition for Street Lighting: Approved and ordered Street Lighting Engineering Department to investigate and report.

a) 500 block of Greenlawn

b) West Wood Valley area

3. Received the following Street Cut Applications: Approved and permits issued.

905 Aurora Knoll	NIPSCO
400 E. Berry	C.U.
N.W. corner of 8luffton Rd. and Winchester Road	Gen. Tel.
1024 Colerick	NIPSCO
2329 Crescent	C.U.
1515 E. Fairfax	"
1624 Franklin	NIPSCO
Gay & McKee	"
3431 Glencairn	C.U.
Kimberly & 8elle Vista	"
7204 Kimfer	NIPSCO
6128 Neighbor Dr.	C.U.
447 Ruth St.	NIPSCO
1114 Seddlemeyer	C.U.
1203 Seddlemeyer	"
1216 Seddlemeyer	"
1226 Seddlemeyer	"
1229 Seddlemeyer	"
2429 Shadybrook	"
1632 Sinclair	NIPSCO
122 W. State	C.U.

3. continued:

2903 Alexander	NIPSCO
3122 Bowser	"
2727 Evans	"
2101 John St.	"
531 LaSalle	"
605 LaSalle	"
433 E. Lewis	"
923 E. Lewis	"
1701 Maplewood Rd.	"
2033 McKinnie	"
1302 Oxford	"
5122 Standish	"
3109 Warsaw	"
On Weisser Park acr. from 727 E. Creighton	"

4. Received payment request for Rieth-Riley in the amount of $16,316.30 for work completed on Resolution 5940-82, Harrison, Herman, Sherman Flood Repair, OSRs - 041866 and 041865.

Approved and ordered City Utilities to pay invoice.

5. Received payment request for Rieth-Riley in the amount of $623.80 for work performed on Resolution 5940-82, Harrison, Herman, Sherman Flood Repair, OSRs - 041865 and 041866.

Approved and ordered City Utilities to pay invoice.

6. Received Bad Oebt Write-Off request from City Utilities.

Approved.

7. Received request from Gerald Oehner for 90 day extension in order to complete Resolution 367-82, Owenger Ave.

Approved and notified John Oehner, Inc. of the 90 day extension.

8. Received Sanitary Sewer Extension Agreement between the city of Fort Wayne and North American Properties, Inc. for the Spy Run Study Area Resolution 325-80.

Approved and ordered sent to Common Council for their approval.

9. Received request from Purchasing to approve Purchase Orders for various Chemicals for water purification by the Filtration Plant.

Approved and ordered sent to Common Council for their approval.

Huron Lime	A-24112
Marblehead Lime Co.	A-24113
Allied Chemical	A-24118
Herbert-Verkamp-Calvert	A-24119
Husky Industries Inc.	A-24120
Tennessee Chemical Co.	A-24121
Herbert-Verkamp-Calvert	A-24122
Ulrich Chemicals	A-24123
Jones Chemicals	A-24124
Chemtech Industries, Inc.	A-24125

10. Received pay estimate #64 for Hagerman-Shambaugh in the amount of $104,597.85 and $5,505.15 to Escrow Account at Lincoln National Bank.

Approved and ordered City Utilities to make payment to Hagerman-Shambaugh and to the Escrow at Lincoln Bank.

11.	a) Received final inspection from WPC Engineering on Resolution 312-80, Concordia Gardens Sanitary Sewer stating that it is acceptable and meets the City of Fort Wayne's Standards and Specifications.	Approved and ordered Acceptance Letter be written.
	b) Received request for retainage release of $18,300.00 for Weitzel Construction, Inc.	Approved and forwarded Authorization for Payment to Lincoln National Bank.
12.	Received inspection report from WPC Engineering on the Plant Conservatory Storm Sewer Extension at Calhoun and Lewis. It now meets the City of Fort Wayne's standards and specifications and can be accepted as an integral part of the city's storm sewer system.	Approved and ordered Acceptance Letter be written.
13.	Received payment request for John Dehner, Inc. in the amount of $18,750.00 for Resolution 330-80 Phase II, P. O. 24205.	Approved and ordered payment to be made.
14.	Received payment request for Earth Construction & Engineering for Resolution 72-73-4, Hanna & Berry, P.O. 23749, in the amount $22,704,85.	Approved and ordered payment to be made.
15.	Received payment request #2 from T-G Excavating, Inc. for Water Main Contract 82-XP-4 in the amount of $430.71.	Approved and ordered payment to be made.
16.	An agreement between the Fort Wayne Park Board and the city of Fort Wayne, through the Board of Public Works for the Rivergreenway/Flood Protection Improvements.	Approved and a true copy herein incorporated.

Meeting of 12-29-83 adjourned at 9:45 a.m.

ATTEST: Sandra E Kennedy

WEDNESDAY, JANUARY 5, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present

1. AWARD CONTRACT: Receieved tabulation and recommendation prepared by 8onar & Associates for Sewer 1mprovement Resolution 374-82, Group 9 Sewer Repairs on Third Street	Tentative award to John Dehner, 1nc. for their low bid of $1,084,565.26 - Alternate I, open cut. Request will be made to FEMA for a supplemental DSR to cover increase.
2. Received the following street light petition: a) Street and Alley lighting for the 2800 and 2900 blocks of Adams and the 2700 block of McKee. b) south end of alley between Rockhill and Union.	Approved and ordered Street Lighting Engineering Department to investigate and report.
3. Received Resolution 5964-82, Poplar Neighborhood, Phase 1 for the installation of Curbs and Sidewalks. CD&P project.	Approved and a true copy herein incorporated. Advertise Notice to Contractors on January 7 & 14, 1983. Receive bids on Wednesday, January 26, 1983 at 9:00 a.m. Ordered Street Engineering Department to prepare bid documents.
4. Received Resolution 5964-82, Memorial Park, Phase I for the installation of curbs and sidewalks. CD&P project.	Approved and a true copy herein incorporated. Advertise Notice to Contractors on January 7 & 14, 1983. Receive bids on Wednesday, January 26, 1983 at 9:00 a.m. Ordered Street Engineering Department to prepare bid documents.
5. Received request from Purchasing to approve Purchase Order A 24219 to Underground Pipe & Valve for iron pipe for the Water Maintenance Dept.	Approved and ordered sent to Council for their approval.
6. Agreement with Carl Wagner for Water Pollution Control Consulting Services.	Approved.

7.	Resolution 310-80, Phase I, Rocco Ferrera & Co.: Release payment 13, payment 14, escrow of $7,800.00; project accepted as of October 15, 1982. Resolution 310-80, Phase IV, Rocco Ferrera & Co.: Release of payment 15 and escrow in full; project accepted as of October 15, 1982. Resolution 330-80, Phase I, Rocco Ferrera & Co.: Release of payment 15, payment 16, payment 17; project accepted December 1, 1982.	Approved.
8.	Payment to Hipskind Concrete Corp. in the amount of $13,086.45 for Resolution 5946-82, West Central Neighborhood, Phase VII	Approved and ordered Community Development & Planning to pay invoice from Appropriation 1 95 008 WCC 74 431.
9.	Received contract with Scheidleman Excavating, Inc. for Resolution 377-82, Leo Road-Clinton Park Drive Sewer Extension.	Approved and ordered sent to Common Council for their approval.

Meeting of 1-5-83 adjourned at 9:45 a.m.

Attest: Sandra E Kennedy

THURSDAY, JANUARY 6, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:00 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present

1. EMERGENCY RESOLUTION 72-175-1

Repair of the roof of the Euthanasia Room of the Humane Shelter by Wendell Construction, Inc. for the amount of $8,800.00.

Approved and a true copy herein incorporated.

Ordered the Purchasing Department to issue a Purchase Order to Wendell Construction, Inc.

Meeting adjourned at 3:10 p.m.

Attest: Sandra E Kennedy

WEDNESDAY, JANUARY 12, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY-COUNTY BUILDING
MEETING HELD AT 9:00 A.M.

S. A. BAILEY, R. A. STATEN, B. R. COLLINS, S. E. KENNEDY, CLERK. — Present

1. RECEIVE BIDS:

Resolution 5961-82, East Central Neighborhood, Phase I, curbs and sidewalks.

Award contract Wednesday, January 19, 1983 at 9:00 a.m.

Brooks Construction Fed.	$74,133.00
L. W. Dailey area plan	56,144.60
John Dehner union	81,094.15
Gaines Construction 17%	47,252.40
Hipskind Concrete 17%	66,941.00
Lengacher Construction union	101,149.60
Moellering Construction union	61,141.27
Rieth-Riley union	65,538.50

Eng. Est. $60,024.00

2. RECEIVE BIDS:

Resolution 5962-B2, Hamilton Park Neighborhood, Phase I, curbs and sidewalks.

Award contract Wednesday, January 19, 1983 at 9:00 a.m.

Brooks Construction fed. reg.	$56,608.58
L. W. Dailey area plan	56,685.80
John Dehner union	59,351.76
Gaines Construction 17%	44,285.45
Hipskind Concrete 17%	62,763.75
National Serv-All 17%	47,492.25
Lengacher Construction union	96,57B.75
Moellering Construction union	59,530.67
Rieth-Riley union	54,7B1.10

Eng. Est. $57,198.62

3. RECEIVE 8IDS:

Resolution 163-82, Edgeknoll Lane, Ornamental Street Lighting.		Award contract on Wednesday, January 19, 1983 at 9:00 a.m.
N. G. Gilbert union	$11,850.00	
T & F Construction union	11,839.10	
Weikel Line Co. 25%	8,989.85	
Eng. Est. $12,179.25		

4. Received the following barricade requests. Approved.

a) Haft Services, R. R. #3, Churubusco, IN, to hood the first three meters on Douglas St. side of Lincoln Life from Harrison St. 24 hours a day on October 13, 14, & 15, 1982.
Purpose: to park equipment to do roof work on the 4th floor of Lincoln Life.

b) Land Excavating, Inc., P. O. 8ox 192, LaOtto, Inc., to barricade West Wayne Street between Harrison and Webster on Thursday, December 16, 1982 and continuing for 2 weeks.
Purpose: Sewer Project.

c) Northeast Area Three Council on Aging, Diane Shappell, 227 E. Washington 8lvd. to hood meters and the end of 8arr St. between Wayne and Washington at the side of the building on December 27, 28, & 29, 1982, 8:00 a.m. to 4:30 p.m.
Purpose: moving offices.

d) Shambaugh & Sons, Corlinne Stachera, 9011 Front St., to barricade 8arr St. by General Telephone on December 28 thru 29, 1982.
Purpose: installing line.

e) L. I. Griffin, Blake Prentice, 4920 Monroe, 8ox 6158, to barricade the curb lane, right northbound lane Calhoun between Wayne & 8erry from the alley north on Wednesday, December 29 thru January 28, 1983.
Purpose: construction & removal of debris (Allen County State 8ank)

f) CD&P, Tom Cain, 8th Floor, City County 8uilding, to barricade 1600 block of Wells between Putnam & Sixth on Wednesday January 12, 1983.
Purpose: moving house.

5. Received the following request for a parade permit. Approved.

Allen County Right to Life, Joe Hilger, 5534 8utt Road, on Saturday, January 15, 1983 at 12:00 p.m. to 12:40 p.m. starting at the City-County Building Parking Lot south on Calhoun to Lewis, west on Lewis to Central High School.
Purpose: Peaceful Demonstration.

7. Received the following sidewalk application: Approved and permit issued.

901 Lewis Richard Ness

8. Received a petition for sidewalk repair Lincolnshire Addition. Approved and ordered Street Engineering Department to investigate and report.

9. Received a petition for an alley light behind 4015 8owser. Approved and ordered Street Lighting Engineering Department to investigate report.

10. Received the following street cut applications;

Alley e/o N. Anthony, n/o State	General Telephone
444 Bass St.	NIPSCO
812 Begue	NIPSCO
30' n/o Sandpoint on west side of Bluffton Rd.	General Telephone
2310 Cass	C. U.
538 Clayton	"
1222 Coliseum N.	"
4408 S. Colonial	"
3427 Elwood	"
4011 Fairfield	NIPSCO
4011 Fairfield - across from	NIPSCO
716 Fredricks	Martin Enterprises
7014 Gary	C.U.
4323 Indiana	Golden Rule
7116 Kumfer	NIPSCO
5409 McClellan	"
4304 S. Anthony	"
2621 Maplegrove	C.U.
5017 Nassau Dr.	"
6930 Old Decatur Rd.	"
3734 Old Maumee	"
2906 Oliver	NIPSCO
355 Randolph	C.U.
1685 Reed Rd.	"
Ridgewood @ Clinton	"
230' along Inland Trail & 500' along River Run Ct.	NIPSCO
2201 Birchwood	"
2811 Rousseau	C.U.
1331 Seddlemeyer	C.U.
1320 Seddlemeyer	"
1329 Seddlemeyer	"
1310 Seddlemeyer	"
3922 Smith	J&G Water & Sewer Disconnect
4900 thru 5700 blks. of Standish	NIPSCO
7806 Tendall Ct.	"
3rd@Calhoun	C.U.
1510 Tillman	NIPSCO
4444 Trierwood Pk.	"
4822 S. Wayne	C.U.
2212 Wayne Trace	"
2908 Weisser	NIPSCO
1036 Wilt	C.U.
129 W. Woodland	NIPSCO
3314 S. Anthony	"
2300 Bowser	"
2719 Evans	"
1312 S. Hanna	"
1928 S. Harrison	"
Kinnard & Beaver	"
536 E. Berry	"
Monroe (beside 901 E. Lewis)	"
1206 E. Pontiac	"
1206 E. Pontiac across fron	
1300 Progress Rd.	"
2313 Redwood	"
520 Van Buren	"
4518 S. Wayne	"
133 W. Williams	"
Harrison & Williams	"

11. Resolution 5965-82, Hoagland/ Masterson Neighborhood, Phase I, installation of curbs, sidewalks, wingwalks, and drive approaches, CO&P project.

Approved and a true copy herein incorporated.

Receive bids on Wednesday, February 2, 1983 at 9:00 a.m.

Advertise: January 14, & 21, 1983.

Ordered Street Engineering Department to prepare bid documents.

12. Resolution 5963-82, LaRez Neighborhood, Phase I, curbs, sidewalks, wingwalks, and drive approaches, CD&P project.	Approved and a true copy herein incorporated. ADVERTISE: 1-14-83 & 1-21-83 RECEIVE BIOS: Wednesday, February 2, 1983. Ordered Street Engineering Oepartment to prepare bid documents.
13. Payment to Hipskind Concrete in the amount of $1,027.20 for work performed on Resolution 5946-82.	Approved and ordered Community Oevelopment and Planning to pay invoice.
14. Received report from Water Engineering Department accepting Water Resolution 1025-81, South Oellwood Park.	Approved and ordered Acceptance Letter to be written.
1S. Partial payment #3 to John Dehner, Inc. in the amount of $81,977.87 for work performed on Resolution 367-82, Owenger Avenue Sewer, OSR 044834.	Approved and ordered City Utilities to pay invoice.
16.a) Received report from WPC Engineering accepting Resolution 310-80, Phase III, St. Joe Interconnect. b) Release of escrow requested for Joe R. Norman Contractors, Inc.	Approved and ordered Acceptance Letter to be written. Approved and authorized release of escrow from American Fletcher National Bank.
17. Partial payment request #3 to T-G Excavating, Inc, in the amount of $1149.87 for work performed on Cook Rd. Feeder Main, Contract 82-XP-4.	Approved and ordered City Utilities to pay invoice.
18. Partial payment #2 to Earth Construction in the amount of $28,594.70 for work performed on Cook Road Industrial Park, Contract 82-XP-3	Approved and ordered City Utilities to pay invoice.
19. Payment to HNTB for AWT C-180774, WPC Plant Expansion, Invoice #53, in the amount of $10,018.92.	Approved and ordered City Utilities to pay HNTB for $8,516.08 and issue a note for $1,502.84.
20. Received report from WPC Engineering accepting the 1200 block of N. Barr Storm Sewer Repair Project as an integral part of the City's sanitary sewer system.	Approved and ordered Acceptance Letter to be written.
21. Partial payment #2 to Earth Construction in the amount of $4502.19 for work performed on Spy Run/Elizabeth Storm Sewer Repair, Resolution 368-82, OSR - 044897.	Approved and ordered City Utilities to pay invoice.
22. Payment to Wayne Asphalt in the amount of $27,904.40 for work performed on Resolution 5944-82, Resurfacing of Lindenwood, Portage, etc.	Approved and ordered invoice be paid from Fund 1 38 972 003 14 431.
23. Received payment request from Spears-Dehner in the amount of $3601.10 for emergency repairs in the Belle Vista Addition (Allendale Ct.), P.O. A21237.	Approved and ordered invoice to be paid from Fund 1 28 972 STP R4 431.

24.	Received a report from Bonar & Associates, Inc. recommending acceptance of the following projects: a) Resolution 360-B2, Group I Sewer Repairs, Baltes, Prospect, Anderson; DSR's - D44822, 044824, D47097, 047094, D47026, 044818, 041987. b) Resolution 361-B2, Group S Sewer Repairs, Fost Park Footbridge Headwall Repair; DSR - 041997. c) Resolution 372-82, Group 7 Sewer Repairs, DSR's - 04487S, 044876, 044B77, 044878, 044879, 044BBD, D44881, 044B82, 044883, 044898, 044899, 044900.	Approved
2S.	Sewer Reimbursement in the amount of $650.0D for the City of New Haven; property to be served is Wayne Warehousing & Cartage, 6900 Nelson Road.	Approved.
26.	Requests for Board Order Numbers on the following Storm Sewer Projects for 1983:	Approved.
	a)Kent Road Ditch Improvement; Charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare adequate engineering plans with required P.O. quantities for improvement of this ditch; Board Order #3-83 issued.
	b)Abbott Street Storm Sewer; charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare preliminary plans, cost and a report to the Board in response to filed petition. The project is to be financed S0% from the sewer Relief Fund with the balance from benefited property owners. Board order #4-83 issued.
	c)McArthur - Bradbury Storm Drainage Improvement; charge to Sewer Relief Fund.	Drdered WPC Engineering to prepare adequate engineering plans with required P.O. quantities for the construction of this project. Board Order #5-83 issued.
	d)Ludwig Park Ditch Improvement; charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare adequate engineering plans with required P.D. quantities for the improvement of this ditch. Board Order #6-83 issued.
	e)Wallywood Avenue Storm Sewer; charge to sewer relief fund.	Ordered WPC Engineering to prepare final engineering plans, specification quantities, resolution, etc. for this project with 5D% of the total cost being assessed to the benefitted property owners. Board Order 7-83 issued.
	f)Lawrence Drain Improvement; charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare preliminary engineering plans, cost and a report to the Board in response to the filed petition. The project is to be financed 50% from the Sewer Relief Fund with balance to benefitted property owners. Board Order #B-B3 issued.
	g)North Drain #4 Ditch Improvement; charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare adequate engineering plans with required P.D. quantities for the improvement of this ditch. Board Order #9-83 issued.
	h)Grayston & Brentwood Storm Sewer; charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare preliminary plans, cost a a report to the Board in response to filed petition. The project is to be financed S0% from the Sewer Relief Fund with balance from benefitted property owners. Board Order #1D-B3 issued.

26. continued

i)Casselwood Ditch Improvement; charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare adequate engineering plans with required P.O. quantities for the improvement of this ditch. Board Order 11-83 issued.
j)New Kirkwood Park Storm Inlets; charge to Sewer Relief Fund.	Ordered WPC Engineering to prepare adequate engineering plans with required P.O. quantities for the construction of this project. Board Order #12-83 issued.
27. Received request for payment from T-G Excavating, Inc. for Resolution 363-82, in the amount of $10,079.89. DSR 042049.	Approved and ordered City Utilities to pay invoice.
28. Received request for payment from Land Excavating, Inc., for Resolution 362-82, in the amount of $2,797.51.	Approved and ordered City Utilities to pay invoice.
29. Received request for payment from Land Excavating, Inc., for Resolution 373-82, in the amount of $1,624.28.	Approved and ordered City Utilities to pay invoice.
30. Received request for payment from Land Excavating, Inc., for Resolution 364-82, in the amount of $57,575.70.	Approved and ordered City Utilities to pay invoice.
31. Received request for payment from Land Excavating, Inc. for Resolution 364-82, in the amount of $17,167.41 (ineligible cost).	Approved and order City Utilities to pay invoice.
32. Received report from WPC Engineering Department recommending Engle Ridge North, Phase I Sanitary Sewer Extension be accepted as an integral part of the City's sanitary sewer system.	Approved and ordered Acceptance Letter be written.
33. Received partial payment from Gibson, Tourney, Kim, Inc., in the amount of $16,000.83 for professional services on the Parking Garage Phase II.	Approved and ordered invoice be paid.
34. Received partial payment to Miller-Davis Company in the amount of $145,097.00 for work performed on the Civic Center Parking Garage, Phase II.	Approved and ordered invoice be paid.
35. Received report from Water Engineering recommending Water Contract 8206, Yardley Manor, Phase II be accepted by the city of Fort Wayne for future maintenance.	Approved and ordered Acceptance Letter be written.

January 12, 1983 Meeting Adjourned at 10:10 a.m.

Attest: Sandra Kennedy

WEDNESDAY, JANUARY 19, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY-COUNTY BUILDING
MEETING HELD AT 9:00 A.M.

S. A. Bailey, R. A. Staten, S. E. Kennedy, Clerk. — Present

1. AWARD CONTRACT

Received recommendation and tabulation from Street Lighting Engineering for Resolution 163-82, Edgeknoll Lane, ornamental street lighting.

Contract awarded to Weikel Line Company at and for their bid in the amount of $8,989.85 subject to Councilmanic Approval.

Ordered Street Lighting Engineering Department to prepare contract.

2. AWARD CONTRACT

Received recommendation and Tabulation from Street Engineering Department for Resolution 5961-82, East Central Neighborhood, Phase I.

Contract awarded to Gaines Construction Companyat and for their bid in the amount of $73,814.30 for Alternates I & II subject to Councilmanic approval.

Ordered Street Engineering Department to prepare contract.

A purchase order will be issued to the Sewer Construction Department for repair/ replacement of catch basins as per Alternate IV.

3. AWARD CONTRACT

Received recommendation and tabulation from Street Engineering for Resolution 5962-82, Hamilton Park Neighborhood, Phase I.

Contract awarded to Gaines Construction Company at and for their bid in the amount of $108,297.20 for Alternates I, II, & III subject to Councilmanic approval.

In March CD&P will determine which alternatives will be constructed, for both Resolutions 5961 and 5962-82.

Ordered Street Engineering Department to prepare contract.

A purchase order will be issued to the Sewer Construction Department for repair/ replacement of catch basins as per Alternate IV.

4. Received the following Driveway Application:

202 E. Rudisill	Hudson Co. of TN

Approved and permit issued.

5. Received the following Street Cut Applications:

2901 Adams	NIPSCO
alley s/o Agnes & e/o Lafayette	Gen. Tel.
Ardmore, beside 3801 N. Washington	NIPSCO Road
362 W. Baker	NIPSCO
1200 S. Barr	C.U.
2700 Belle Vista	"
1004 E. Berry	NIPSCO
930 E. Berry	NIPSCO
336 Brandriff	"
2202 Broadway	C.U.

5. continued.

Calhoun St. approx. 100' n/o DeWald	Gen. Tel.
Calhoun n/of DeWald, s/o Pontiac	Gen. Tel.
418 W. Crieghton	NIPSCD
1425 Curdes	C.U.
311 W. Dewald	NIPSCD
DeWald & Barr	C.U.
5119 Forest Ave.	NIPSCD
Francis & Lewis	C.U.
2341 Freeman	"
720 Goshen	NIPSCD
226 Jacobs	"
533 W. Jefferson	"
704 Kinsmoor	"
7204 Kumfer	C.U.
4004 Lake Ave.	"
1115 Lavina	"
313 W. Masterson	NIPSCO
Nassau & Bahama Ln.	C.U.
4938 Old Mill Road	"
1626 Oxford	NIPSCO
3345 Parnell	C.U.
202 E. Rudisill	Hudson Co. of TN
1523 St. Mary's	NIPSCO
3921 Senate	"
3031 Smith	"
820 W. Superior	"
1203 Taylor	C.U.
2016 Thompson	NIPSCD
917 Union St.	"
1912 S. Webster	"
Wiebke & Monroe	C.U.
1202 W. Widlwood	NIPSCO
Wilson Dr., e/o Hanna	C.U.
4900 blk. Woodmard	NIPSCD
Birchwood, 3204 Harvestor	"
1525 Cass	"
815 Coombs	"
5415 S. Hanna	"
3225 S. Harrison	"
3401 Havester	"
4610 New Haven	"
Oxford, 3505 Wayne Trace	"
2723 Plaza	"
2419 Schele	"
918 Schick	"
200 W. State	"
5405 Webster	"

6. Received the following Petitions for street lighting:

   a) alley light in the rear of 536 & 600 E. Pontiac.

   b) alley light in the rear of 1719 Kensington.

Approved and ordered Street Lighting Engineering Department to investigate and report.

7. Received invoice from Brooks Const. in the amount of $8,055.72 for work performed on Resolution 5952-82, Resurfacing in the 3rd District.

Approved and ordered invoice to be paid from Fund 3 95 006 595 24 431; P. D. # A 20318.

8.	Received invoice from Wayne Asphalt in the amount of $4,800.00 for work performed on Resolution 5953-82, Resurfacing in the 2nd & 4th District.	Approved and ordered invoice to be paid from Fund 3 95 006 595 34 431; P.O. A 20316.
9.	Received invoice from Wayne Asphalt in the amount of $3,900.00 for work performed on Resolution 5949-82, Resurfacing in the 5th District.	Approved and ordered invoice to be paid from Fund 3 95 006 594 94 431; P.O. A 20320.
10.	Received invoice from Clyde Williams & Associates in the amount of $5,700.51 for engineering on Coliseum Blvd. Signal Interconnect.	Approved and ordered invoice to be paid from LR&S 138 972 0011 4431.
11.	Received invoice from Gaines Construction in the amount of $2,001.25 for work performed on Resolution 5924-81, Caribe Colony Pavement Repair.	Approved and ordered invoice to be paid from MVH Fund 128 972 STPR 4431.
12.	Received invoice from Hipskind Concrete in the amount of $4,455.00 for Miscellaneous curb and sidewalk work.	Approved and ordered invoice to be paid from Fund 1 28 972 STP R4 431; P.O. A 19067.
13.	Received invoices from McNamee, Porter and Seeley for resident engineering on Contract 77-W-2 @ $3,761.45 and on Contract 77-W-4 @ $801.83.	Approved and ordered invoices #54 through #61 be paid from the Water Utility Fund.
14.	Received pay estimate #13 from Hagerman-Shambaugh for AWT, C-180774-03 for the period of 11-27-82 to 12-25-82.	Approved. Ordered payment to Hagerman-Shambaugh by check for $453,662.85. Ordered note issued to Hagerman-Shambaugh for $53,372.10. Ordered note issued to Lincoln National Bank for $26,686.05.
15.	Received report from Water Engineering Department recommending acceptance of Congressional Industrial Park, Sec. I Water Main.	Approved and ordered Acceptance Letter to be written to the Huguenard Corporation.
16.	Request for Board Order to Water Pollution Control Maintenance for the Removal of the Cedarville Reservoir. (Bridge)	Approved. Board Order 13-83.
17.	Received report from Street Engineering on petition for repairing sidewalks in Lincolnshire Addition recommending that no action be taken until such time a a legally acceptable petition is submitted.	Approved.
18.	Payment to Gaines Construction Co. in the amount of $17,077.12 for work performed on Resolution 5931-82, Nebraska Neighborhood, Phase VII.	Approved and ordered CD&P to pay invoice.

19.	Request from WPC Engineering to reduce Escrow on Resolution 345-80, 347-80 and 350-80 from 5% to 2% for Richard Ness Excavating, Inc. in the Junk Ditch Study Area.	Approved and ordered "Authorization for Payment" be processed.
20.	Request from Water Engineering Department for 8oard Orders on the following Capital Improvement Projects for 1983:	Approved and ordered Water Engineering to proceed with Plans and Specifications. The following 8oard Order Numbers have been issued:
	a) Ashwood Drive west of Ardmore Network Connection.	8.O. 14-83.
	b) Wilkie Drive and West Jefferson Network Connection.	8.O. 15-83
	c) Alpine Avenue West of Brooklyn Network Connection.	8. O. 16-83
	d) Ligett Drive, Network Connection	8. O. 17-83
	e) Southern and Bellmont East of Hanna Network Connection.	8. O. 18-83
	f) Hollis Lane east of Fairfield, Network Connection.	8. O. 19-83
	g) State Road #3 north of U. S. 30 Network Connection.	8. O. 20-83
	h) Coldwater Road north of Essex Lane Network Connection.	8. O. 21-83
	i) 8aer Field Feeder, Airport Drive and Ferguson Road.	8. O. 22-83
	j) Maplecrest Road Feeder Main	8. O. 23-83
	k) Maplecrest Tank Rehabilitation	8. O. 24-83
	l) West Jefferson Main Replacement	8. O. 25-83
	m) Leo Road Main Extension to serve Fort Wayne Housing Authority site.	8. O. 26-83
	n) Calhoun Street Mall Main Replacement.	8. O. 27-83
21.	Agreement between the State of Indiana through the Department of Highways, and the City of Fort Wayne, Indiana for the improvement of Crescent Ave. from Coliseum Blvd. to the intersection of Crescent, Vance, Anthony, as well as the improvement of the intersection.	Approved and a true copy herein incorporated.

Meeting of 1-19-83 adjourned at 10:30 a.m.

Attest: Sandra Kennedy

THURSDAY, JANUARY 20, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY-COUNTY BUILDING
MEETING HELD AT 3:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins,
S. E. Kennedy, Clerk

Present: Bailey, Staten, Kennedy

1. HEARING ON CONFIRMATION

Water Improvement Resolution 1026-81 providing for the installation of a water main on the north side of Southdale Ave. from S. Anthony Blvd. to Holton Ave.

Confirmed.

Ordered sent to the Department of Finance.

Meeting adjourned at 3:45 p.m.

Attest:

WEDNESDAY, JANUARY 26, 1983

DEPARTMENT OF PU8LIC WORKS
OFFICE OF THE 8OARD
ROOM 910, CITY-COUNTY 8UILDING
MEETING HELD AT 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, Present
S. E. Kennedy, Clerk.

1. Received the following 8arricade Applications: Approved and permits issued.

a) Water Pollution Control Maintenance, John Moran, Lafayette St., 423-7135;
January 17, 1983 thru February 18, 1983, 7:30 a.m. to 3:30 p.m.;
St. Joe and State, south side, to Crescent and then on the north side,
(possibly going all the way to Randallia).
PURPOSE: Repairing catch basins.

b) Shultz Conklin Construction, 8ruce Conklin, 806 Van 8uren, 422-5709;
Wednesday, January 19, 1983 for two weeks; around the clock;
First alley south of Jefferson and east of 8roadway.
PURPOSE: Scaffolding for storefront rennovation.

c) General Telephone Co., Tom Kressley, 8001 W. Jefferson, 461-3472;
Tuesday, 1-18-83 thru Wednesday 1-19-83; 9:00 a.m. to 3:00 p.m.
East curb lane for northbound traffic from Washington 8lvd. on Calhoun Street
to 8erry St.
PURPOSE: Dig to test holes in conjunction with the proposed PTC Mall project
and determine GTE sub-surface grade elevations.

d) Water Maintenance, Diane Marshall, Lafayette St., 423-7521;
Thursday, January 20, 1983; 8:00 a.m. to 5:00 p.m.;
Hanna between Wallce & Hayden;
PURPOSE: Emergency Repair.

e) John Dehner, Inc., R. E. Ensley, 1206 Clark, 422-7577;
Monday, 1-24-83 thru Wednesday 1-26-83; Monday 1:30 a.m. thru Wednesday 1:30 a.m.;
Dwenger from Glasglow to Edsall;
PURPOSE: Close off street fro sewer repair.

f) Embassy Theatre Foundation, Ron 8uskirk, 1107 S. Harrison, 423-7611;
January 26, 1983 thru January 29, 1983; 5:00 p.m. 1-26 thru 10:00 a.m. 1-29-83;
South alley 400 W. 8erry;
PURPOSE: to protect scaffolding erected behind Scottish Rite Auditorium.

g) T-G Escavating, Inc. 5544 Huguenard Rd. 489-5541;
January 26 & 27, 1983, 0:800 on.the 26th to 17.00 on.the 28th;
Cook Road 1,300 ± feet west of Old Auburn Road;
PURPOSE: installation of new water feeder main for city of Fort Wayne, B.O. 119-82.

h) Don Westerick, 2918 S. Wayne, 723-5897;
January 27, 28, &29, 1983, around the clock;
2918 W. Wayne, curb lane - need three parking spaces;
PURPOSE: to park truck for installation of insulation.

i) 8ishop Luers, Detective Lapp, 423-7611;
January 29, 1983 - Saturday, 7:00 a.m. to 10:00 p.m.;
Doan at Calhoun, Knoll at Paulding;
Bishop Luers Swing Forum Contest - to control parking.

j) Lincoln National Life Insurance, Joan Marguardt, P. O. 8ox 1110;
Saturday, February 12, 1983, 1:30 p.m. to 2:30 p.m.;
1300 South Harrison St. between Douglas & 8reckenridge;
PURPOSE: Annual Lincoln Life 8oy Scout Pilgrimage.

2. Received the following Parade Application: Approved and permit issued.

Lincoln National Life Insurance, Joan Marguardt, P. O. Box 1110, 427-3868; Saturday, February 12, 1983; starting at Lincoln Life at 2:30 p.m.; terminating at the Embassy at 2:45 p.m. (Harrison to Jefferson, east on Jefferson to Embassy).
PURPOSE: Annual Lincoln Life Boy Scout Pilgrimage.

3. Received request from the Fort Wayne Chapter of the Indiana Association of Workers for the Blind, c/o Margaret Bogdon, President, 1105 Curdes Ave., 46805, in cooperation with the Lions Clubs to sell Miniature White Canes within the corporate limits of the City of Fort Wayne beginning Monday, April 11, 1983 thru Saturday, April 23, 1983.
PURPOSE: to provide funds for emergency assistance and relief of temporary distress of blind persons and furnish programs of social and recreational activities for the blind.

Approved.

4. RECEIVE BIDS:

Resolution S960-82, Memorial Park Neighborhood, Phase I, Curbs and Sidewalks. — Award Contract on Wednesday, February 2, 1983 at 9:00 a.m.

Brooks Construction	$56,118.40
L. W. Dailey	58,461.70
John Dehner, Inc.	68,153.00
Gaines Construction	56,097.00
Hipskind Concrete	64,006.00
Moellering Construction	63,181.50
National Serv-All	48,296.50
Rieth-Riley	66,284.10

Engineer's Estimate - $59,412.50

5. RECEIVE BIDS:

Resolution S964-82, Poplar Neighborhood Phase I, Curbs, Sidewalks, Wingwalks, and Drive approaches. — Award contract on Wednesday, February 2, 1983 at 9:00 a.m.

Brooks Construction	$63,605.00
L. W. Dailey	65,637.50
John Dehner, Inc.	73,565.00
Gaines Construction	59,163.00
Hipskind Concrete	65,443.50
Moellering Construction	64,348.50
National Serv-All	56,575.00
Rieth-Riley	62,145.00
Yoder & Yoder Concrete	

Engineer's Estimate - $69,550.00

6. Received the following Driveway Applications: Approved and permit issued.

a) 2709 Woodward Hipskind Concrete
b) St. Joe Rd. and St. Joe Center Rd. Douglass Construction

7. Received a petition for the installation of curbs and sidewalks in the 300 block of West Dewald St.

Approved and ordered Street Engineering Department to investigate and report.

8oard Order 28-83 issued.

8. Received the following petitions for street or alley lights:

a) lnstallation of a street light on the 100 block of Gerke between Calhoun and Fairfield.

b) Installation of an alley light on the pole at the northeast corner of 2406 Terrace Road (1st pole north of garage 2406 Terrace Rd.)

c) installation of a street light in the middle of the 300 block of West 8ranning Ave. between Webster and Hoagland.

Approved and ordered Street Lighting Engineering Department to investigate and report.

9. Received the following Street Cut Applications:

Approved and permits issued.

2800 Ashcroft	C.U.
E. Berry, W. @ .Clinton	"
3930 8owser	"
8radwood Terrace & Reed Rd.	"
8rookside, S. of Taylor	"
Calhoun btwn. Main & Columbia	"
N. Camden & Archwood	"
2S15 Clara	"
2S21 Clara	"
Clara & Rolston	"
5308 Clverbrook	"
Cook Rd.-203S' west of 69 Access	FW Water Utility
6522 Donna Dr.	NIPSCO
6116 Downington Dr.	C.U.
4827 Eastwich	"
S009 Eastwich	"
1412 Hanna	N1PSCO
1412½ Hanna	"
2102 Hanna	C.U.
840 E. Lewis	NIPSCO
400 S. Harrison	C.U.
Hoevelwood & Radcliff Ct.	C.U.
1002 E. Jefferson	N1PSCO
7116 Kumfer	C.U.
L.Huntington&Lake-ridge	"
N.end of Lyell Ct.	"
1119 McKee	"
Marston & Lyell Ct.	"
3031 S. Monroe	"
Northcrest&Stuart	"
1711 Reckweg	"
523S Riveria n of Stuart	"
Riveria N of Catalina	"
445 Ruth	NIPSCO
5916 St. Joe Rd.	"
5830 Sandra Lee	"
State & 8erkley	C.U.
5319 N. Stony Run & Wesley	"
Taylor at Randall Rd.	Gen. Tel.
2105 Versailles Village Place	N1PSCO
2107 Versailles Village Place	"
909 Woodview	C.U.

9. continued

1714 Wells	C.U.
Willowdale & W. Jefferson	"
713 Harmar	NIPSCO
2940 Holton	"
2142 John St.	"
2700 John St.	"
2701 John St.	"
2519 Miner	"
Pennsylvania & Edsall Ave.	"
1117 E. Pontiac	"
4118 Reed St.	"
1714 Wells	"

10. Received invoice from Dailey Asphalt in the amount of $9205.81 for work done on Resolution 5938-82.

Approved and ordered invoice to be paid from Fund 1 38 972 002 94 431.

11. Received invoice from Wayne Asphalt in the amount of $10,000.00 for work done on Resolution 5953-82.

Approved and ordered invoice to be paid from Fund 3 95 006 595 34 431.

12. Received invoice from Wayne Asphalt in the amount of $7400.00 for work done on Resolution 5949-82.

Approved and ordered invoice to be paid from Fund 3 95 006 594 94 431.

13. Received invoice from Hipskind Concrete in the amount of $4588.85 for work done on Resolution 5932-82.

Approved and ordered Community Development & Planning to pay invoice.

14. Received recommendation from Street Engineering to release retainage of $20,280.03 to Dailey Asphalt Products Co., Inc. for Resolution 5938-82. All work has been completed satisfactorily.

Approved and ordered retainage be paid from Fund 1 38 972 002 94 431.

15. Received report from Street Engineering recommending release of retainage because all work has been completed satisfactorily.

Approved.

16. Received invoice from McNamee Porter and Seeley in the amount of $665.79 for engineering services on Water Works Improvements, Contract 77-W-2.

Approved and ordered City Utilities to pay invoice.

17. Received Notice of Water Main Extension from Water Engineering for 7714 to 7862 Trier Road. Project is completed except for seeding, which will be done in the spring. The final assessment is set at $8.67 per front foot.

Approved and ordered execution of Notice.

A true copy herein incorporated.

18. a) Received recommendation from WPC Engineering to accept Resolution 314-80, Phase II, as an integral part of the city of Fort Wayne's sewer system.

Approved and ordered Acceptance Letter to be written.

b) Release of Escrow requested in the amount of $14,225.92 leaving a zero balance.

Approved and ordered release of Escrow to 8ercot, Inc.

19.	Received report from Water Engineering recommending Acceptance of Resolution 1026-81, Southdale Avenue.	Approved and ordered Acceptance Letter to be written.
20.	a) Received report from WPC Engineering recommending acceptance of Resolution 345-80, Country Club - Langford Oaks, as an integral part of the City of Fort Wayne's Sewer System.	Approved and ordered Letter of Acceptance be written.
	b) Release of escrow requested in the amount of $7800.00 leaving a zero balance to Richard Ness Excavating, Inc.	Approved and "Authorization for Payment" executed.
21.	a) Received report from WPC Engineering recommending acceptance of Resolution 350-80, Elmcrest Addition Sani-Sewer, as an integral part of the City of Fort Wayne's Sewer System.	Approved and ordered Letter of Acceptance to be written.
	b) Release of escrow requested in the amount of $ 3300.00 leaving a zero balance to Richard Ness Excavating, Inc.	Approved and "Authorization for Payment" executed.
22.	a) Received report from WPC Engineering recommending acceptance of Resolution 347-80, Poplar Ridge Additon Section I & II, as an integral part of the City of Fort Wayne's Sewer System.	Approved and ordered Letter of Acceptance be written.
	b) Release of escrow requested in the amount of $3600.00 leaving a zero balance to Richard Ness Excavating, Inc.	Approved and "Authorization for Payment" executed.
23.	Change Order #10 and Final for Resolution 310-80, Phase I, St. Joe Interconnect Interceptor, with Rocco Ferrera & Co., Inc. Net increase of $975.04	Approved and ordered sent to Common Council for their approval.
24.	Received request for release of retainage for Resolution 5931-82, Nebraska Neighborhood, Phase VII, in the amount of $11,307.02. 1% or $1,256.34 will be retained pending completion of restoration in the Spring of 1983.	Approved and ordered Community Development & Planning to pay invoice.
25.	Received request from WPC Engineering to issued Board Oders for the following 1983 Capital Improvement Projects:	
	a) CSO (Combined Sewer Overflow)	Approved and ordered WPC Engineering to pursue obtaining approval of completed reports by State and Federal Agencies. Board Order 29-83 issued.
	b) SSES (Sewer System Evaluation Survey)	Approved and ordered WPC Engineering to continue the ongoing survey and finalizing of all reports until complete. Board Order 30-83 issued.
	c) 18 Month Flood Protection Plan (Flapgates)	Approved and ordered WPC Engineering to proceed with plans and specifications. Board Order 31-83 issued.
	d) Calhoun Street Mall	Approved and ordered WPC Engineering to proceed with plans and specifications. Board Order 32-83 issued.

26. Received request from Filtration Plant to execute Certificate assigning the Analytical Chemist to sign instruments in connection with the receipt and use of tax free alcohol for the Three Rivers Filtration Plant.	Approved and Certificate executed.
27. Received request to release escrow in the amount of $7800.00 for Resolution 310-80, Phase I, to Rocco Ferrera & Co., Inc. leaving a balance of $7500.00.	Approved and ordered "Authorization of Payment" be executed.
28. Received request to release escrow in the amount of $12,400.00 for Resolution 310-80, Phase IV, to Rocco Ferrera & Co., Inc., leaving a balance of zero.	Approved and ordered "Authorization of Payment" be executed.
29. Received pay estimate #4 for Resolution 355-81, Outfall Structure Repair, in the amount of $26,919.05, for T-G Excavating, Inc.	Approved and ordered invoice to be paid from the sewer relief fund.
30. Received Grant of Easement for Water Main Water Contract 82-XP-3, Cook Road Industrial Park. Document 83-001010.	Approved. A true copy is herein incorporated.

Attest: Sandra E Kennedy

Meeting adjourned at 10:10 a.m.

THURSDAY, JANUARY 27, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present

1. HEARING OF CONFIRMATION OF ASSESSMENT ROLL

Street Lighting Resolution 157-82, installation of ornamental street lighting on Arrow Drive from Engle Road to its southern terminus. — Confirmed.

Ordered sent to the Department of Finance.

Meeting adjourned at 3:45 p.m.

Attest: Sandra E Kennedy

Robert Anderson Jr

Barry R Collins

WEDNESDAY, FEBRUARY 2, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY-COUNTY BUILDING
MEETING HELD AT 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present

1. RECEIVE BIDS:

Resolution 5963-82, La Rez Neighborhood Improvement, Phase I, for curbs and sidewalks. — Award contract in March of 1983.

Brooks Construction	$47,616.25
L. W. Dailey, Inc.	47,807.50
John Dehner, Inc.	49,416.25
Gaines Construction	42,952.50
Hipskind Concrete	43,048.00
Moellering Construction	50,387.25
Rieth-Riley Construction	41,275.00
Yoder & Yoder Concrete	41,623.00
Engineer's Estimate	$49,906.25

2. RECEIVE BIDS:

Resolution 6965-82, Hoagland-Masterson Neighborhood, Phase I for curbs and sidewalks. — Award contract in March of 1983.

Brooks construction	$64,462.50
L. W. Dailey	63,262.50
John Dehner, Inc.	67,885.00
Gaines Construction	58,300.00
Hipskind Concrete	53,575.00
Moellering Construction	69,340.00
Rieth-Riley Construction	62,020.00
Yoder & Yoder Concrete	59,227.50
Engineer's Estimate	$68,975.00

3. Received the following Street Cut Applications: Approved and permits issued.

2320 S. Anthony 8lvd.	NIPSCO
Archwood,E. at Camden	C.U.
1123 8arthold	"
Barr @ alley S/o Main	NIPSCO
Beadell & Catalpa	C.U.
S39 Beechwood	NIPSCO
Beechwood Drive area	"
416 W. Belmont	C.U.
Bluffton Rd. 100' w/o Vesey	NIPSCO
260S 8roadway	C.U.
603 8urns	"
E. side Calhoun,Washington to Berry	Gen. Tel.
Camden N.@ Essex	C.U.
Clinton, @ 8rackenridge	"
3025 S. Clinton	"
1121 W. Coliseum	"
110 W. Concord Ln.	"
87' W. of South Wayne	NIPSCO
318 W. Creighton	"
630 W. DeWald	"
6134 Downington	C.U.
800 & 900 blks. Eliza	NIPSCO
Elyetta beside 3401 Taylor	"
4700 blk. Evard	"
2616 Fairfield	C.U.
Glasgow,Wayne to Dwenger	Communications Dept.
1040 Glasgow	NIPSCO
1100 Goshen Rd.	NIPSCO
Greenlawn & Sherman (s.w.)	C.U.
4115 Hampton	"
140S S. Hanna	NIPSCO
Hawthorne & Calhoun	C.U.
2701 W. Jefferson	NIPSCO
1901 Hoagland	"
1112 Home	"
1414 Huestis	"
6210 Kent Rd.	C.U.
314 Killea	NIPSCO
2023 S. Lafayette	"
3220 LaJolla Ct.	"
1011 Liberty	"
1019 Liberty	"
2222 L. Huntington Rd.	"
1211 Maumee	"
622S Mayfair Rd.	C.U.
1718 Milan	NIPSCO
Monroe, beside 601 E. Wayne	"
2818 Oliver	"
3200 blk. Parnell	
2415 Pennsylvania	NIPSCO
4129 Plaza	"
3503 E. Pontiac	"
400 E. Pontiac (beside)	"
6S00 blk. Reed Rd.	"
738 Riverside	C.U.
204 E. Rudisill	NIPSCO
1S19 Sinclair	"
3000 South Wayne	"
4S09 South Wayne	C.U.
Strathmore & Taylor	"
1208 Union	NIPSCO
Van 8uren beside 802 Lavina	"
2S28 Warwaw (acr. fr.)	"
345 W. Washington	"
617 E. Washington	"
Washington, E. of Clinton	C.U.
2525 Weisser Pk.	NIPSCO
2S24 Weisser Pk.	"
Woodview & area	"

3. continued:

3518 Amulet	NIPSCO
2121 N. Anthony	"
364 W. Baker	"
812 Begue	"
1811 Berkley	"
E. side Calhoun 12B' n./o DeWald	Gen. Tel.
4318 Charter Lane	NIPSCO
Clinton & Coliseum	"
Crescent, 60' s/o Coliseum	"
3029 Crescent	"
3508 Del Rey	"
502 Fairmont	"
1014 Hamilton	"
Harmar & Maumee	"
3515 S. Harrison	"
1828 Harrison	"
3230 Harvester	"
Hoagland & Wildwood	"
2716 Hoagland	"
2024 Hughes	"
330 W. Jefferson	"
6710 Kanata	"
4112 Karen	"
1405 Lakewood	"
4229 Lillie	"
62D Maxine	"
1125 Onieda	"
4601 Plum	"
1200 Randallia	"
State & Kentucky	"
4048 Trier	"
714 Union	"
3214 Wakashan	"
215 W. Washington	"
2518 Westgate	"
6327 Winter	"

4. Received the following Sidewalk Application:

2423 Broadway	Eight and M

Approved and permit issued.

5. Received the following Driveway Applications:

126 The Landing (parking)	Brooks Construction
126 The Landing (driveway appr.)	Brooks Construction

Approved and permit issued.

6. Received the following petitions for street lighting:

a) installation of a street light at the small bridge in the 5000 block of Northcrest Drive.

b) installation of an alley light in the rear of 1412 Stophlet.

c) installation of street lighting in the 100 block of Esmond Street.

Approved and ordered Street Lighting Engineering Department to investigate and report.

7. Received invoice #2 from Dailey Asphalt in the amount of $1767.75 for work performed on Resolution 5947-B2, resurfacing of Coldwater, St. Joe, Coliseum turn lane.

Approved and ordered invoice to be paid from Fund 1 38 972 DD3 44 431, P. D. # A 195B5.

8. Received invoice #4 from Dailey Asphalt in the amount of $3240.75 for work performed on Resolution S937-82, Resurfacing of Vance, Reed, & Kirkfield.	Approved and ordered invoice to be paid from LRS fund 402 183 972 0027 4431.
9. Received invoice #S4 from HNT8 in the amount of $6624.25 (check) and in the amount of $1168.99 (note), for the AWT.	Approved and ordered City Utilities to pay invoice. Amount due by check - $6624.25 & amount due by note - $1168.99.
10. Received recommendation from WPC Engineering Department to pay final payment to Winzeler Excavating, Inc. for Resolution 342-80, Junk Ditch Study Area, C 180599-09, in the amount of $4339.54.	Approved and ordered City Utilities to pay invoice.
11.a) Received recommendation from WPC Engineering Department to release $2686.0S retainage on 8erry Street at Hanna project, leaving a balance of $700.00. b) Received recommendation from WPC Engineering to release $1993.92 retainage on Spy Run/Elizabeth project leaving a balance of $S00.00, Resolution 368-82.	Approved and ordered City Utilities to pay invoice.for reduction of retainage to Earth Construction & Engineering, Inc.
12. Received Agreement with the Indiana Department of Highways regarding the N & W Crossing at Lumbard Avenue, RRS-9902(6).	Approved and agreement will be on file in the Board of Public Works as a permanent record.
13. Proposed procedures for Selection of Consultants on Contracts involving Federal Participation with the U. S. Department of Transportation.	Approved and ordered sent to the Indiana Department of Highways for their approval.
14. Received inspection report from the Street Engineer and Maintenance 8ond of The Hugeunard Corporation in the amount of $14,670.00 signed by the Reliance Insurance Company for Congressional Parkway and 8anner Drive.	Approved. Ordered Acceptance Letter written.
1S. Received report from the Street Engineer that National Serv-All, Inc. was the low bidder on Resolution 5960-82, Memorial Park Neighborhood, Phase I. Community Development & Planning will at a later date determine the amount of work to be performed.	Contract will be awarded in March of 1983.
16. Received report from the Street Engineer that National Serv-All, Inc. was the apparent low bidder on Resolution 5964-82, Poplar Neighborhood, Phase I. Community Development & Planning will at a later date determine the amount of work to be performed (if alternate is to be included).	Contract will be awarded in March of 1983.

17. Received barricade application from Thiele Construction, R. R. #1, New Haven, IN 46774, 657-5368, for January 31, 1983 and continuing for 6 weeks (8:00 a.m. to 5 p.m.) at 809 S. Calhoun (curb lane). PURPOSE: Construction - Allen County State 8ank.

Approved and permit issued.

AWARD CONTRACT

18. Received contract with John Dehner, Inc. for Resolution 374-82, Third Street. DSR's - 044886, 047085, 047084 and DSR 43004. Contract amount is $796,312.64.

Approved.

Ordered sent to Common Council for their approval.

19. Received request for reduction of retainage from Winzeler Excavating, Inc. for Junk Ditch, Resolutions 341, 342, 348, and 351-80.

Resolution	Amount	Balance in Escrow
341-80	$19,322.12	$12,881.41
342-80	38,476.32	25,650.88
348-80	19,571.55	13,047.70
351-80	14,306.71	9,537.81

Approved.

Ordered Lincoln National Bank to advance to the contractor $91,676.70.

20. Received pay request from John Dehner, Inc. in the amount of $19,250.00 for Resolution 375-82, Purchase Order No. 24090.

Approved.

Ordered City Utilities to pay invoice.

Meeting of 2-2-83 adjourned at 10:10 a.m.

Attest: Sandra Kennedy

THURSDAY, FEBRUARY 3, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY-COUNTY BUILDING
HEARING HELD AT 3:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk. — Present

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL

Sewer Improvement Resolution 882-80, Dale Drive. — Confirmed.

Ordered sent to the Department of Finance.

Meeting adjourned at 4:05 p.m.

S. A. Bailey

R. A. Staten

Betty R. Collins

Attest: Sandra E Kennedy

THURSDAY, FEBRUARY 10, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 2:30 p.m.

S. A. Bailey, R. A. Staten, B. R. Collins and S. E. Kennedy, Clerk — Bailey, Collins, Kennedy were present.

1. Received the following Street Cut Applications: — Approved and issued permits.

Archer, next to 1903 St. Marys	NIPSCO
3518 Amulet Dr.	NIPSCO
1414 S. Anthony	Land Excavating
2121 N. Anthony	NIPSCO
3S11 S. Barr	C.U.
7000 blk. of Bluffton Road	"
4601 Blum Drive (across from)	NIPSCO
Calhoun, north of Wayne	Materials Testing & Inspection
Charlotte, w/of Crescent	C.U.
Charlotte & Kentucky	"
4318 Charter Lane	NIPSCO
6120 Chatham	C.U.
811 Colerick	NIPSCO
2112 W. Coliseum	C.U.
124 W. Columbia	NIPSCO
3029 Crescent (across from)	"
1910 Cromwell	Land Excavating
3508 Delray	NIPSCO
14S Esmond	Land Excavating
2100 to 2200 Forest Park Blvd.	NIPSCO
1410 Goshen	C.U.
Goshen, e/of Pionsette	"
1165 Grant St.	NIPSCO
1128 S. Hanna	"
2716 Hoagland	"
On Interlaken, at Bluffton Rd.	Street Lighting Eng.
1319 Jackson	NIPSCO
330 W. Jefferson Blvd.	"
6710 Kanata Ct.	"
4112 Karen Ave.	"
Lafayette, beside 402 E. Main	"
1405 Lakewood	"
2430 Maumee Ave. (across from)	"
300 block Murray St.	C.U.
5033 Nassau	"
41S Oakdale	"
1125 Oneida	NIPSCO
Rolston & Clara	C.U.
2107 Roy	NIPSCO
Rudisill betwn. Harrison & Lafayette	"
State, 700' e/o Reed to Arrowhead	Sholts, Graves & Assoc.
2301 Strathmore	Land Excavating
3321 Thames	C.U.
Third btwn. Calhoun & Orchard	FW Water Utility
Third St. & area	NIPSCO
Vance & Sherborne	C.U.
3214 Wakashan	NIPSCO
924 E. Washington	C.U.
3422 Amulet	NIPSCO
3201 & 3127 Brooklyn	"
920 Catalina	"
103 Cox	"
927 S. Harrison	"
N.W. corner Lewis & Webster	"
2909 Reed	"
1030 E. Wayne	"

2.	Received the following Street Light Petition: a) additional lighting on Elmdale Drive. b) additional street lighting in the 2900 block of Holton.	Approved and ordered Street Lighting Engineering to investigate and report.
3.	Received payment request from Bonar & Associates, Inc. fro Land, Inc. in the amount of $40,680.37 on Resolution 364-82, Harrison Street Sewer Repair.	Approved and ordered payment. DSR 044894, 044896.
4.	Received partial payment #4 from John Oehner, Inc. in the amount of $137,953.78 for Resolution 367-82, Dwenger Avenue Sewer Repair.	Approved and ordered payment. P.O. 23451.
5.	Received payment request from Water Engineering for T-G Excavating, Inc. in the amount of $15,402.42 on Contract 82-XP-4, Cook Road Feeder Main.	Approved and ordered payment.
6.	Received payment request from Water Engineering for Land, Inc. in the amount of $4,056.11 on Water Contract 82-02, St. Joe Dam.	Approved and ordered payment. DSR 041887.
7.	Received Resolution 5966-83, Hanna-Creighton VII and Oxford VIII, curbs and sidewalks where needed. A Community Development & Planning project.	Approved and adopted. A true copy herein incorporated. Advertise "Notice to Contractors" February 11 & 18, 1983. Receive bids on Wednesday, March 2, 1983 at 9:00 a.m.
8.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Kurtz Excavating, Inc. with Maintenance Bond in the amount of $1400.00 signed by Fidelity and Deposit Company of Maryland.	Approved. Ordered acceptance letter written.
9.	Received inspection report from the Water Engineering Department and the Completion Affidavit of Earth Construction & Engineering, Inc. with Maintenance Bond in the amount of $1600.00 signed by American States Insurance Company.	Approved. Ordered acceptance letter written.
10.	Received invoice from Wayne Asphalt in the amount of $15,475.00 for work performed on Resolution 5953-82, Resurfacing of the 2nd & 4th Districts. (Street Bond)	Approved. Ordered invoice to be paid.

11. Received invoice #20 from Clyde E. Williams in the amount of $3,277.81 for engineering services on Coliseum Blvd. signalization.	Approved. Invoice shall be paid from LR&S 138 972 001 1431.
12. Received "Notice of Main Extension" Contract 81-XP-2, Indianapolis Road, to be installed by the Water Construction Department.	Approved. Ordered sent to the Water Engineer to be recorded.
13. Received the following Agreements for Special Attorney Services with Robert L. Thompson, Jr.: a) Cause #37091, review of gas cost tracking procedures employed by Indiana gas utilities. b) Cause #36760, Sub-docket #3676052, to examine practices of I & M with regard to inclusion of the price of coal purchased from a wholly-owned subsidiary in its cost of service. c) Cause #36760, Sub-docket #36760S1, to examine practices of I & M collection of rates from its customers for the anticipated costs of decommissioning of its nuclear generating facilities.	Approved. A copy of each is on file in the Board of Public Works.
14. Received Final Payment Request from WPC Engineering to T-G Excavating, Inc. in the amount of $1,974.89 for Resolution 349-80..	Approved and ordered invoice to be paid by the WPC Utility Fund.
15. Received pay estimate #65 to Hagerman-Shambaugh in the amount of $73,281.10 and payment of $3,856.90 to Escrow Account at Lincoln National Bank. WPC Plant Expansion - C180538, Division I.	Approved and ordered invoice be paid and payment be made to the escrow agent.
16. Received report of error in the legal description submitted by Water Pollution Control Engineering Department in the acceptance letter dated 2-1-83 for Earth Construction & Engineering, Inc. regarding Engle Ridge North, Phase I Sanitary Sewer .	Approved and ordered corrected acceptance letter be written.
17. Received inspection report from the Water Pollution Control Engineering Department accepting as an Addendum to the Acceptance Letter written on December 28, 1982, Lateral #4-A of Aldale Acres, Resolution 315-80, St. Joe Study Area, C-180599-06.	Approved and ordered Addendum to Acceptance Letter dated 12-28-82 to be written. Refer to Minute Record 72-156-28.
18. Received contract with Robert Colestock to assist Personnel Director in the area of Union contract interpretation and arbitration.	Approved and copy on file in the Board of Public Works.
19. Received a contract with Robert Colestock for legal services with City Utilities on special projects: 1) water service facility acquisition - Baer Field; and 2) intergovernmental cooperation agreement - Data Processing.	Approved and a copy on file in the Board of Public Works.

20.	Received Street Lighting Engineering Contract, Resolution 163-82, prepared and approved by the Street Lighting Engineer between the city of Fort Wayne and Weikel Line Company for ornamental lighting on Edgeknoll Lane in the amount of $8,989.85.	Approved and ordered sent to Common Council on February 22, 1983.
21.	Received request for payment of invoices for the Civic Center Parking Garage, Phase II for the contractor, Miller-Davis Company and for the architects, Gibson, Tourney, Kim, Inc.	Approved. Ordered payment in the amount of $52,886.00 to Miller-Davis Company. Ordered payment in the amount of $1,760.83 to Gibson, Tourney, Kim, Inc.

Robert E. Ludwig

Betty R. Collins

ATTEST: Sandra E. Kennedy

TUESDAY, FEBRUARY 15, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY-COUNTY BUILDING
MEETING HELD AT 10:30 A.M.

S. A. Bailey, B. R. Collins, S. E. Kennedy, Clerk. Present

EMERGENCY SEWER RESOLUTION 72-204-1

WHEREAS, The Director of Water Resources reported to the Board of Public Works that cavaties existed over an existing 42" brick sewer at the southwest corner of Wayne and Calhoun Streets' intersection, and,

WHEREAS, The Director of Water Resources has determined immediate repairs of said cavaties should be completed due to the fact that there are numerous public utilities within the area, and it is necessary to protect the safety and welfare of the community, and,

THEREFORE, The Board of Public Works hereby declares that an immediate emergency does exist to repair said cavities and directs the following actions to be taken with funds to be provided for by the Sewer Utility.

1. The Director of Water Resources is to obtain firm quotations to repair said cavities.

2. The Purchasing Department issue a confirming purchase order to the contractor selected by the Board of Public Works.

APPROVED this 15th day of February, 1983.

Stephen A. Bailey, Chairman

Betty R. Collins, Member

Attest: Sandra E. Kennedy, Clerk

WEDNESDAY, FEBRUARY 16, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY COUNTY BUILDING
MEETING HELD AT 9:00 A.M.

S. A. Bailey, R. A. Staten, B. R. Collins and S. E. Kennedy, Clerk — Bailey, Collins, Kennedy were present.

1. Received the following Street Cut Applications: — Approved and issued permits.

364 West Baker	NIPSCO
1811 Berkley	"
1225 Boone St.	C.U.
5610 Bowser Ave.	NIPSCO
3210 & 3127 Brooklyn Ave.	"
900 Blk. S. Calhoun	Robert E. Crosby, Inc.
920 Catalina	NIPSCO
N. Clinton & Coliseum (SW Corner)	"
Crescent, 60' S/of Coliseum	"
5535 Crescent	C.U.
502 Fairmont Place	NIPSCO
2829 Getz Road	C.U.
3005 S. Hanna	NIPSCO
1828 S. Harrison	"
4321 Holton	"
Kentucky & State (NW corner)	"
1717 Kenwood Ave.	C.U.
Kenwood, W. of Crescent	"
1711 Lofton Way	NIPSCO
Lynn & Beacon	C.U.
Lynn & Rolston	C.U.
Lynn & Leroy	C.U.
620 Maxine	NIPSCO
6626 Mayfair	C.U.
Northcrest & Catalina	C.U.
3023 Parnell	C.U.
Parnell & Kenwood	C.U.
1200 Blk. Randallia Dr.	NIPSCO
5726 Rosalia	C.U.
Rudisill N. of Harrison	General Telephone
3225 Taylor St.	E. A. Reim Plumbing & Heating
621 E. Wayne	C.U.
2604 Wells	C.U.
5130 Winchester Rd.	C.U.

EMERGENCY CUTS

3017 Drexel	NIPSCO
4017 Fairfield	"
301 W. Jefferson	"
1729 Meridan	"
609 E. Pontiac	"
Webster & Jefferson (SE corner)	"
1217 Webster	"

2. Received the following Driveway Application. — Approved application.
   2329 Crescent Ave. — Dave McHenry

3. Received the following Street Light Petition: — Approved and ordered Street Lighting Engineering to investigate and report.

   a) Lighting on Ludwig Rd. from Sharon Dr. to Lima Rd.

   b) Light between 2705 & 2711 Thompson Ave.

4. Received request for reduction of retainage from L. W. Dailey, Inc. for St. Joe Study Area, Res. #311-80

Resolution	Amount	Balance in Escrow
#311-80	$16,578.41	$11,050.00

Approved.

Ordered Indiana Bank to advance to the contractor $16,578.41.

5. Received partial payment #1 from T-G Excavating in the amount of $1,335.82 for Res. 376-82 Nebraska Lift Station.

Approved and ordered payment. P.O. A-23754

6. Received Invoice 82-094-#2 submitted from Weikel Line Co., Inc. covering work performed in conjunction with the State Blvd. widening project.

Approved and ordered invoice to be paid from LRS Fund 138 972 0023 4431.

7. Received pay estimate #14 to Hagerman-Shambaugh for AWT, C-18077403 for the period of 12/25/82 to 1/28/83.

Approved.
Ordered Payment to Hagerman-Shambaugh by check for $558,110.85.

Ordered note issued to Hagerman-Shambaugh for $65,660.10.

Ordered note issued to Lincoln National Bank for $32,830.05.

8. Final Change Order #1 for Resolution 327-80, Spy Run Project, with North Eastern Construction, Inc. Net increase $52,417.10.

Approved and ordered sent to Common Council for their approval.

9. Change Order #1 for Resolution 5907-81, Harrison Hill Improvement. Net Increase of $23,856.52.

Approved and ordered sent to Common Council for their approval.

10. Received Quit-Claim Deed where by Board of Public Works releases and quit-claims to the Board of Park Commissioners of City of Fort Wayne, Maplewood Property.

Approved, A true copy is herein incorporated.

Ordered sent to the Recorder's Office for recording.

11. Received request from WPC Engineering for board order for Spy Run Extended. 1500 Feet West of Parnell, Surface Water Freezing on Roadway.

Board Order #34-83 issued.

12. Received Bill No. C3/122077, dated December 20, 1982, in the amount of $19,134.31 for installation of rubber crossing and cantilered flashing light signals at Ewing Street Extended.

Approved and ordered invoice to be paid from MVH 128 972 STPR 4431.

13. Received Street Improvement Resolution 5967-83, Greater McMillen - I and Pontiace Place - I for the installation of curbs, sidewalks, and drive approaches. A CD&P project.

Approved and a true copy herein incorporated.

Advertise Notice to Contractors on February 18 & 25, 1983

Receive bids on Wednesday, March 9, 1983 at 9:00 a.m.

Attest: Sandra Kennedy

WEONESOAY, FE8RUARY 23, 1983

Oepartment of Public Works
Office of the 8oard
Room 910, City-County 8uilding
Meeting held at 9:00 a.m.

S. A. 8ailey, 8. R. Collins, S. E. Kennedy, Clerk. — Present

1. Received the following Oriveway application: — Approved and permit issued.

5916 St. Joe Road	Oouglass Construction

2. Received the following Street Cut applications:

8olton, btwn State & Stafford	C. U.
2934 Central	"
800 & 900 blks S. Calhoun	NIPSCO
103 E. Cox Dr.	"
Crown & Southcrest	C.U.
Oodge & 8eacon	"
Oodge & Leroy	"
3810 Eastway	NIPSCO
311 Edgeknoll	C.U.
4017 Fairfiled	NIPSCO
4632 Fairfiled	C.U.
4th & Calhoun	NIPSCO
2810 Freeman	"
Freeman, S. of Taylor	C.U.
Gaywood & 8axter	"
2624 Goshen Rd.	NIPSCO
2532 Goshen Rd.	"
918 Hamilton	"
1014 Hamilton	"
Hanna, s of 8uchanan	C.U.
2024 Hughes Dr.	NIPSCO
908 . Jefferson	"
401 E. Jefferson	C.U.
2114 John St.	NIPSCO
Kent & Cox s.w. corner	C.U.
Kent & Oakmont s.w. corner	"
Kent & Southcrest	"
Kenwood & Kentucky	"
715 S. Lafayette	NIPSCO
Lake Ave. & Lakehurst	C.U.
1218 Lillie	NIPSCO
3417 Lillie	C.U.
922 Maumee	NIPSCO
1729 Meridian	"
Morris & Covington Rd.	C.U.
1516 Oakland	NIPSCO
1160 Ohio	"
2930 Pennsylvania	"
609 E. Pontiac	"
2909 Reed St.	"
3118 Reed St.	"
2914 Reed	"
5700 blk Rosalia	C.U.
6300 blk. St. Joe Rd.	"
Smith & 8axter	"
507 E. Suttenfield	"
Taylor, e of McKinley	"
Third St. & 1st alley w of Wells	Gen. Tel.

2. continued.

2127 Versailles Village Pl.	NIPSCO
2129 Versailles Village Pl.	"
1030 E. Wayne	"
2507 West Dr.	C.U.
6327 Winter St.	NIPSCO
2300 8irchwood	"
333 W. 8reckenridge	"
910 8roadway	"
326 W. Burns	"
Calhoun & Superior	"
840 East	"
Foster Park 50' w of Old Mill & 100' s of Rudisill	"
Indiana Ave. 5' w of east curbline & Wildwood	Gen. Tel.
alley n of Leith, e of Calhoun	"
Nelson& Taylor	NIPSCO
Park & Townsend	"
636 Putnam	"
6D2 Putnam	"
2217 Reidniller	"
522 Sandy Ann Ln.	"
811 W. Washington	"

3. Received the following Sidewalk applications:

Approved and permits issued.

6130 8lue Spruce Ct.	Spy Run Development
6129 8lue Spruce Ct.	Spy Run Development

4. Received the following petitions for street lighting:

a) ornamental lighting in the 400 block of Boltz

b) at entrance to alley on Sherwood Terrace between South Park and Spatz.

Approved and ordered Street Lighting Engineering Department to investigate and report.

5. According to an agreement (S-24-81) entered in to between Ray Lee Anderson and the City of Fort Wayne on the 21st day of October 1981, $586.12 is to be collected and reimbursed to Ray Lee Anderson, 1639 Reckeweg Road.

Approved and ordered Sewer Reimbursement of $586.12 to Ray Lee Anderson.

6. Received inspection report from the Street Engineering Department accepting the work performed by T & F Construction Company on Resolution 5907, Harrison Hill Addition.

Approved and ordered acceptance letter be written.

7. Received Sewer Extension Agreement between ICON, inc., d/b/a Customcraft Plastic Products and the City of Fort Wayne, Indiana to construct a sewer to serve Customcraft and known as the Leo Road-Clinton Park Sanitary Sewer Extension.

Approved.

A true copy herein incorporated.

Ordered sent to Common Council on March 8, 1983 at 8:D0 p.m.

8. Received the following final change orders from the Water Pollution Control Engineering Department for the Junk Ditch Study Area, C-18D599-09:

Approved.

Ordered sent to Common Council on March 8, 1983.

Resolution 341-80	Change Order #2 & Final	Increase of $14,521.92
Resolution 342-80	Change Order #4 & Final	Increase of $13,157.91
Resolution 348-80	Change Order #4 & Final	Decrease of $7,975.58
Resolution 349-80	Change Order #4 & Final	Decrease of $4,345.51
Resolution 351-80	Change Order #5 & Final	Increase of $11,920.82
Resolution 352-8D	Change Order #1 & Final	Decrease of $17,633.13

9.	Received request from Water Pollution Control Engineering Oeparment for a Board Order for the Brick Sewer on Calhoun, DSR 043098. Emergency Sewer Resolution 72-204-1.	Approved. Board Order 35-83 issued. Ordered Water Pollution Control Engineer to prepare plans, specifications, and the bid documents.
10.	Received payment request from Bonar & Associates, Inc. in the amount of $7,000.00 for the Berry Street Sewer Abandonment Study, 72-106-45, dated September 29, 1982.	Approved and ordered payment of $7,000.00 be made.
11.	Received payment request from Bonar & Associates, Inc. in the amount of $72,B34.85 for engineering services covered in the agreement of June 2, 1982. Resolutions 360, 362, 364, 361, 363, 372, 373 and 374.	Approved and ordered payment of $72,B34.84 be made.
12.	Received a report from Street Lighting Engineering Oepartment on the following petitions:	Approved, and:
	a) Summit Ridge Addition - recommend additional street lighting, T & F unit price contract will be used for construction of standard lighting.	Ordered plans, specs, cost estimates and resolution prepared.
	b) Kinsmoor, Packard, Hoagland - recommends ornamental street lighting.	Ordered plans, specs, cost estimates and resolution prepared.
	c)Avalon Place Addition - recommends additional standard lighting, T & F unit price contract will be used.	Not Approved. Money not available at this time.
	d) Wheatridge, Section I - recommends additional lighting.	Ordered plans, specs, and cost estimates prepared.
	e)Kirkwood Park Neighborhood - recommends ornamental lighting.	Ordered plans, specs, and cost estimates prepared.
	f) Woodhurst Community Association - recommends replacement of existing lighting.	Ordered plans, specs and cost estimate and resolution prepared.
	g) Oakdale (Fairfield to Hoagland) - this project has been incorporated with a curb and sidewalk project.	Street Engineering will handle this project. Rescind all action on B.O. 32-81.
	h) Hoagland (Pontiac to Rudisill) - recommends putting into Suspense until B. O. 13-82 has been finalized.	B.O. 13-B2, Kinsmoor, Packard, Hoagland, will be finalized first.
	i) Hoagland (Darrow to Pontiac) - recommends be combined with B. O. 13-B2.	Ordered combined with B. O. 13-B2, Kinsmoor, Packard, Hoagland. Rescind all action on B. O. 136-B2.
	j) Oakdale (S. Wayne to Broadway) - recommends replacement of existing lighting; also received Street Lighting Resolution 164-B3, Oakdale Drive, and the Property Ownership list.	Adopted. A ture copy of Resolution 164-B3 is incorporated herein. Advertise Notice to Property Owners March 4 and March 11, 19B3. Hearing will be held on Thursday, March 24, 1983 at 3:30 p.m. Notices will be mailed to Property Owners on March 11, 1983.

February 23, 1983 Meeting adjourned at 10:20 p.m.

Billy R. Collins

Attest: Sandra E Kennedy

WEDNESDAY, MARCH 2, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
RM. 910 CITY-COUNTY BUILDING
MEETING HELD AT 9:00 A.M.

S. A. Bailey, Chairman; R. A. Staten, Member; 8. R. Collins, Member; S. E. Kennedy, Clerk.

Present: Bailey, Collins, Kennedy.

1. RECEIVE 8IDS:

Resolution 5966-83, Hanna-Creighton, VII & Oxford VIII, CD&P curb and sidewalk improvement project.

Award contract later in March.

8rooks Construction	$167,0S0.20
John Dehner, Inc.	159,39S.40
L. W. Dailey, Inc.	139,949.2S
Gaines Construction	142,66S.28
Hipskind Concrete	142,350.75
Moellering Construction	146,270.78
Rieth Riley Construction	152,929.20
Yoder & Yoder	137,671.85

2. Received a petition for an alley light in the alley between the 1400 block of Taylor and the 1400 block of Stophlet.

Approved and ordered Street Lighting Engineering to investigate and report.

3. Received a petition for additional lighting in the area of the Justin Study School Yard and park area adjacent to it.

Approved and ordered Street Lighting Engineering to investigate and report.

4. Received invoice #1 from 8onar & Associates in the amount of $13,410.00 for engineering services on 8erry Street Sewer Abandonment.

Approved and ordered payment of invoice.

5. Received pay estimate #1 from L. W. Dailey in the amount of $3,838.3S for work performed on the improvement of Lillian & Hensch Intersection.

Approved and ordered payment from Fund 4 02 128 129 01 4431.

6. Received invoice from Wayne Asphalt in the amount of $9,62S.00 for work performed on Resolution S953-82, Re-surfacing in the 2nd & 4th District.

Approved and ordered payment from Fund 3 9S 006 59S 34 431, P. O. A20316.

7. Received Retainage payment to Gaines Construction in the amount of $2,S67.63 for Resolution 5924-81, Caribe Colony Pavement Repair.

Approved and ordered payment from MVH Fund 128 972 STPR 4431.

8.	According to an agreement entered into between the Fort Wayne Community Schools and the city of Fort Wayne on the 16 day of March 1971, $861.69 is to be collected and reimbursed to Fort Wayne Community Schools, 1230 S. Clinton St.	Approved and ordered Sewer Reimbursement of $861.69 to Fort Wayne Community Schools.
9.	Received inspection report from WPC Engineering accepting the work performed by Land Excavating, Inc. Park Lake Professional Building Sanitary Sewer Extension can be accepted as an integral part of the City's sanitary sewer system.	Approved and ordered acceptance letter be written.
10.	a) Received inspection report from WPC Engineering accepting the work performed by Bercot, Inc. on Resolution 324-80, Highview Park Addition Sewer and can be made an integral part of the city of Fort Wayne's Sewer System.	Approved and ordered acceptance letter be written.
	b) Received request for release of retainage on Resolution 324-80, Spy Run Study Area, C-180599-07 for Bercot, Inc. reducing the balance to zero.	Approved and signed Authorization for Payment releasing $9,297.77 in retainage.
11.	RESOLUTION 72-212-11 Whereas, J. Steven Koester, President of JSK Corporation and Don R. Remenschneider, Superintendent for Concordia Cemetery have petitioned and requested the Fort Wayne City Plan Commission to hold apublic hearing upon the vacation of the following public alleys situated in Fort Wayne, Allen County, to wit: 1. A 7 foot wide alley running north-south along the west edge of lots 15, 16, and 17, White's First Addition to the City of Fort Wayne, Allen County, Indiana, and along the east edge of the Lutheran Cemetery, west of Grant Avenue, between Maumee Avenue on the south and Randall Street on the north. 2. A 14 foot wide alley which runs east-west along the north edge of lots 13, 14, and 15 and along the south edge of lot 16, White's First Addition to the City of Fort Wayne, Allen County, Indiana, north of Maumee Avenue, between Grant Avenue on the east and the Lutheran Cemetery on the west.	Approved.
12.	Received request for payment from Bonar and Associates, Inc. for Flood Disaster Professional Services pursuant to Agreement dated 3-16-82, in the amount of $3,255.00 and $11,244.00.	Approved and ordered payment be made.
13.	Received request for payment (#66) for Hagerman-Shambaugh for WPC Plant Expansion Division I, C-180538, in the amount of $13,275.30 and payment to escrow in the amount of $698.70.	Approved and ordered payment.
14.	Received Change Order #1, Resolution 368-82, Spy Run & Elizabeth, DSR 044897, to increase the contract price by $5,058.27.	Approved and ordered sent to Common Council for their approval on March 22, 1983.

15. Received Resolution 59S4-82, Kensington Boulevard, for island curb improvement.

Approved and a true copy herein incorporated.

Advertise Notice to Contractors on March 4 & 11, 1983.

Receive bids on Wednesday, March 23, 1983 at 9:00 a.m.

Ordered Street Engineering Department to prepare bid documents.

16. Received Warranty Deed from Ryder Truck Rental, Inc. whereby they convey to the City of Fort Wayne, Indiana the following described real estate in Allen County, Indiana:

The Warranty Deed from Ryder Truck Rental was made a matter of record.

A true copy of which deed is incorporated herein and appears in Minutes herein, under Warranty Deed.

Lot A in Hamilton's Fifth Addition to the City of Fort Wayne, as recorded in Deed Record 69, Page 399, of the records in the office of the Recorder of Allen County, Indiana;

Also, a tract of land in the East ½ of the Northeast ¼ of Section 11, Township 30 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, being part of the space East of Lot A Hamilton's Fifth Addition to the City of Fort Wayne, described as follows, to wit:

Beginning at the Southeast corner of Lot A Hamilton's Fifth Addition, thence North along the East line of the said Lot A Hamilton's Fifth Addition, a distance of 320.083 feet to the South right of way line of the Wabash Railroad Company; thence East along the said South right of way line of the Wabash Railroad Company, a distance of 72 feet; thence South parallel to the aforesaid East line of Lot A Hamilton's Fifth Addition a distance of 320.083 feet to the North line of Murray Street; thence West along the said North line of Murray Street, a distance of 72 feet to the place of beginning.

Said Warranty Deed recorded November 29, 1983. Item no. 82-0203S9.

17. Received request from Community Development & Planning for a Board Order granting technical assistance be given to CD&P by the Director of Transportation, Street Engineering, Traffic Engineering, Street Light Engineering on the Corridor Improvement Program.

Approved.

Board Order 36-83.issued.

18. Received the final property ownership lists on the following projects:

Approved.

St. Joe Study Area, C-180599-06, B. O. 1S-80
Resolution 310-80, Phase 1V
Resolution 311-80
Resolution 312-80
Resolution 313-80
Resolution 314-80
Resolution 315-80
Resolution 316-80
Resolution 317-80
Resolution 319-80
Resolution 320-80

Spy Run Study Area, C-180S99-07, B. O. 16-80
Resolution 324-80
Resolution 32S-80
Resolution 327-80
Resolution 328-80
Resolution 329-80

Meeting of 3-2-83 adjourned at 10:00 a.m.

Attest:

WEDNESDAY, MARCH 9, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY - COUNTY BUILDING
MEETING HELD AT 9:00 A.M.

S. A. Bailey, R. Staten, B. R. Collins and S. E. Kennedy, Clerk.

Bailey, Collins, S.J.Helmsing, Clerk Protem present.

1. RECEIVE BIDS

Contract will be awarded later in March.

Resolution 5967, Greater McMillen I and Pontiac 1, CD&P curb and sidewalk improvement project.

Brooks Construction	$133,627.50
L. W. Dailey, Inc.	120,305.25
John Dehner	141,940.25
Gaines Construction	120,411.50
Hipskind Concrete	118,161.00
Moellering Construction	118,104.25
Rieth Riley	129,934.20
Tomco, Inc.	110,101.50
Yoder & Yoder	116,291.50
Engineer's Est.	134,815.00

2. Received a petition for the installation of a street light on Fairfax between Standish and Werling.

Approved and ordered Street Lighting Engineering to investigate and report.

3. Received recommendation from Street Lighting Engineering on various light orders.

Approved and ordered installed.

4. Received the following street cut applications:

Approved and permits issued.

2126 Alabama	Golden Rule Sewer
1717 Andres	NIPSCO
2300 Birchwood	"
910 Broadway	"
alley off of Calhoun n/o Leith	Gen. Tel.
Calhoun & Superior	NIPSCO
Capitol & Winter	C.U.
3409 S. Clinton Ct.	NIPSCO
3017 Dexter	"
3522 Gaywood	"
927 S. Harrison	"
2231 Hoagland	C.U.
Jefferson & Webster	NIPSCO
John & Buchanan	C.U.
4415 Karen Dr.	"
4317 Lafayette	"
536 E. Leith	"
304 W. Lewis	NIPSCO
616 Locust	C.U.
1211 Louisdale	NIPSCO

4. continued:

McKinnie & Monroe	C.U.
Maple Grove & Warsaw	"
Monroe & Congress	"
7004 Monterey	"
305 Taylor	NIPSCO
North Highlands & Trinity	C.U.
2710 N. Highlands	"
7030 Old Trail Rd.	NIPSCO
1350 Park Ave.	"
2930 Pennsylvainia	Martin Enterprises
2715 Pinewood	NIPSCO
636 Puynam	"
1246 St. Joe Blvd.	Northside Plumbing
Second & Harrison	C.U.
2501 Sherman	NIPSCO
Short St. Beside 602 Putnam	"
So. Park & Sherwood	C.U.
1406 Tecumseh	"
Warwaw & McKinnie	"
Wells, N at Third	"
811 W. Washington	NIPSCO
1217 Webster	"
Weisser Park & Sherwood	C.U.
6228 Downington	NIPSCO
4031 Fairfield	"
1300 Gay	"
Great Bear & Bear Paw	"
814 Harmar	"
1703 Hawthorne	NIPSCO
2906 John St.	"
2024 Maumee	"
2810 Queen	"
2803 Queen	"
S434 Riveria	"
1410 St. Joe Blvd.	"
Sprunger & Spring	"
Washington Ctr. Rd. e/o Clinton	Gen. Tel.

5. Received Mortgage Consolidation, Modification and Extension Agreement between Thomas G. Lembach and City Utilities.

Approved.

A true copy herein incorporated.

6. Robert E. and Anola B. Nicodemus request to use the following property for gardening purposes only:

Lot 34 Park State East Addition, known as 3416 Goeglein Road.

Permit is for the period beginning on the 1st day of April, 1983 and ending on the 31st day of October, 1983.

Approved and permit issued.

7. Received Sewer Resolution 388-83, Calhoun Street Combination Sewer Repair.

Approved and a true copy herein incorporated.

Advertise Notice to Contractors on March 11 and 18, 1983.

Receive bids on Wednesday, March 30, 1983.

Ordered Sewer Engineering to prepare bid documents.

8.	Received request from HNTB for payment of invoice #55 in the amount of $7,596.08 for services performed on the AWT, C 180774-03.	Approved and ordered payment by check of $6,456.67 and by note of $1,139.41.
9.	Received payment request from Wayne Asphalt & Construction in the amount of $10,775.00 for Resolution 5953-82, Resurfacing of the 2nd and 4th Councilmanic Districts. (less retainage)	Approved and ordered payment in the amount of $8,675.00 from Fund 3 95 006 595 34 431.
10.	Received the following change orders from John Dehner, Inc. on the North Maumee Study Area, C-180599-08:	Approved and ordered sent to Common Council on March 22, 1983.

Resolution 330-80 Phase II	#3 and Final	Decrease $45,797.19
Resolution 333-80	2 and Final	Decrease 47,309.38
Resolution 335-80	2 and Final	Decrease 414,303.43
Resolution 336-80	2 and Final	Increase 3,963.97
Resolution 337-80	4 and Final	Decrease 3,948.93

11.	Received payment request from Wayne Asphalt & Construction in the amount of $1,482.50 for work performed on Resolution 5944-82, 1982 Resurfacing of Lindenwood, Portage, Branning, etc.	Approved and ordered payment from Fund 1 38 972 003 14 431.
12.	Received the utility agreements for Project No. F720 Rudisill Blvd. from Lafayette to Harrison.	Approved
13.	Received inspection report from Water Engineering on the peition for water main to serve Norwood and Houser Subdivisions.	Not approved.
14.	Water Engineering requests a Board Order Number for Water Contract 8302, Moeller Road from Adams Center Road, for the construction of a 16" water main to serve New Haven.	Approved. Board Order #37-83 issued.

Meeting of 3-9-83 adjourned at 9:40 a.m.

Attest: Sharon J. Helmsing
Clerk Pro Tem

WEDNESDAY, MARCH 16, 1983

Department of Public Works
Office of The Board
Room 910,, City-County Building
Meeting held at 9:00 a.m.

S.A.Bailey, R.A.Staten, B.R.Collins, and S.E.Kennedy, Clerk. — Bailey, Collins, Kennedy present.

1. Received the following Sidewalk applications: — Approved and permits issued.

4837 S. Lafayette	D. J. Brandenberger
4839 S. Lafayette	D. J. Banrdenberger
7720 Weymouth Ct.	Hallmark Homes

2. Received the following Driveway Applications: — Approved and permit issued.

1928 Legoma Dr.	Jack Griebel
S808 S. Anthony Blvd.	Robert Rowlett
7720 Weymouth Ct.	Hallmark Homes

3. Received a petition for the installation of two street lights in from of 1608 Reckeweg Rd. — Ordered Street Lighting Engineering Department to investigate and report.

4. Received the following Street Cut Applications:

1523 Andrew	C.U.
3115 S. Anthony Blvd.	"
2538 Bowser	NIPSCO
333 W. Brakenridge	"
100's/o Oakdale on Broadway	"
3433 Brooklynn	"
326 W. Burns	"
800 blk. Calhoun	"
910 Cottage	"
6228 Downington	"
339 Dunwood	C.U.
1S16 Elmrow	NIPSCO
4031 Fairfield	"
433 Fairmont Pl.	"
520 Fairmont Dr.	"
1300 Gay	"
Glenhurst & Coliseum	C.U.
Guthrie & Riedmiller	NIPSCO
814 Harmer	"
1920 S. Harrison	C.U.
317 Irene	"
2906 John	NIPSCO
609 Kinnaird	C.U.
840 E. Lewis	NIPSCO
400 Blk. Lillian	C.U.
1301 McCulloch	"
2024 Maumee	NIPSCO
1514 Oakland	"
1106 Oneida St.	C.U.
2803 Queen	NIPSCO
2810 Queen	"
2217 Riedmiller	"
1632 Sinclair	"

4. continued:

St. Joe Ctr. Rd.	Gen. Tel.
5015 Speedway Dr.	NIPSCO
S. Webster (beside 301 W. Jefferson)	"
Wikkie Dr. & Lawrence Ditch	Gen. Tel.
1416 8roadway	NIPSCO
736 Colerick	"
2112 Colerick	"
1213 W. Jefferson	"
1912 S. Lafayette	"
2934 Lillie	"
1523 Oakland	"
2600 E. Pontiac	"
3421 Reed	"
115 W. Williams	"
226 W. Williams	"
1023 Wilt St.	"

5. Received Improvement Resolution 5968-83, 1983 Street Resurfacing on Eastwick, Lasselle, Masterson, Monroe, Clay, Crieghton, Northcrest, Sherborne and Wayne Trace.

Approved and a true copy herein incorporated.

Advertise Notice to Contractors on March 18 & 25, 1983.

Receive Bids on Wednesday, April 6, 1983 at 9:00 a.m.

6. Received Sewer Improvement Resolution 386-83, 8erry Street 60-inch Sewer Abandonment & Interconnection Project, DSR 043097.

Approved and a true copy herein incorporated.

Advertise Notice to Contractors on March 18 & 25, 1983.

Receive Bids on Wednesday, April 6, 1983 at 9:00 a.m.

7. Received payment request from Earth Construction & Engineering, Inc. for a reduction of retainage on Water Contract 82-XP-3, Cook Road Industrial Park, in the amount of $8630.40.

Approved and ordered City Utilities to pay invoice and charge to W.O. 63530.

8. Received pay estimate #15 from Hagerman-Shambaugh on the AWT in the amount of $271.585.05; and payment to Escrow of $14,293.95.

Approved and ordered City Utilities to pay Hagerman-Shambaugh $242,997.15 and issue them a note in the amount of $28,587.90. Payment should be made to the Escrow Account at Lincoln 8ank in the amount of $14,293.95.

9. Received a request from Northeastern Constuction, Inc. for a reduction of retainage on Resolution 327-80 in the amount of $22,279.80.

Approved and signed Authorization for Payment.

Retain -$2,400.00

10. Received payment request from Gibson, Tourney, Kim, Inc. Architects for the contractor, Miller-Davis Company, on the Civic Center Parking Gargae, Phase II, in the amount of $46,467.00

Approved and ordered payment.

11.	Received a request for partial payment #3 in the amount of $9,200.66 from Bercot, Inc. on Resolution 358-82, Catch Basin & Inlet Repair.	Approved and ordered City Utilities to to pay invoice.
12.	Received request for payment from Bonar & Associates, Inc. in the amount of $65,167.82 for engineering services on State Blvd., Reed Rd. to Lahmayer Rd. Project M-J 568(2).	Approved and ordered payment from LRS 138 972 0021 4431.
13.	Received payment request #5 from John Dehner, Inc. in the amount of $111,907.26 on Resolution 367-82, Dwenger Avenue.	Approved and ordered payment be made. P. O. A23451, W.O. 79044.
14.	Received an Agreement and Mutual Release between Martin, Inc. and City Utilities whereby both parties release and forever discharge the other from all claims arising out of the damage to a water line on April 29, 1982.	Approved and a true copy herein incorporated.
15.	Received the following requests for barricade permits:	Approved and permits issued.

(1.) John Dehner, Inc., P. O. Box 11346, to barricade on Feb. 16 thru 18 and February 21 thru 23, 1983, from 8:00 a.m. to 4:30 p.m. on Dwenger between Glasgow and Edsall.
PURPOSE: Installation of sewers across Dwenger Avenue.

(2.) Water Engineering, 7th Floor, City-County Building, to barricade February 10, 1983, 8:00 a.m. to 4:00 p.m. on Harrison between 2nd and 4th Streets.
PURPOSE: Installation of Water Main.

(3.) Summit City Racing Association, 2912 Central Drive, to barricade on July 2, 1982, from 10:00 a.m. to 11:00 p.m. on Monroe to Hayden.
PURPOSE: Street Racing.

(4.) Shambaugh & Sons, 9011 Front Street, to barricade on Barr Street between Berry and Main on February 16, 1983, on Barr Street between Berry and Main.
PURPOSE: Fire Pump Test.

(5.) Cole-Matott Architects, 123 W. Wayne to barricade on February 14 thru February 16, 1983, 1:00 p.m. to 3:00 p.m. each day, alley between Harrison and Calhoun and Washington and Calhoun.
PURPOSE: Surveying for Alley Mall.

(6.) Water Engineering Department, 7th Floor, City-County Building, to barricade on February 18, 1983, from 8:00 a.m. to 4:00 p.m. on Wells between 2nd and 4th Streets.
PURPOSE: Water Main Installation.

(7.) WPC Maintenance to barricade on February 24, 1983 for 30 days from 8:00 a.m. to 3:00 p.m. S. State on South Side starting on State and St. Joe Blvd. going East to Randalia.
PURPOSE: Installation of Catch Basins.

(8.) Street Department to barricade on February 23, 1983 from 9:00 a.m. to 12:00 noon on Washington Center Road between Industrial and Lima Road.

(9.) American Red Cross, P. O. Box 5025, on July 9th thru July 17, 1983, around the clock, to Hood Meters 109 thru 112 on City-County Plaza.
PURPOSE: First Aid Station during Three Rivers Festival.

(10.) John Dehner, Inc., P. O. Box 11346, to barricade on March 7, 1983, from 8: a.m. to 5:00 p.m. on Dwenger from Glasgow to Edsall.
PURPOSE: Manhole for City.

(11.) Norm Williams, 4817 Indiana Avenue, to barricade in front of 4817 Indiana Avenue, on March 4, thru March 18, 1983, around the clock.
PURPOSE: To set dumpster in the parkstrip for remodeling.

(12.) James Crawford Jr., 1717 S. Lafayette Street, to barricade 8asement of Coliseum, March 12, 1983 from 7:30 a.m. to 6:00 p.m.
PURPOSE: Bicycle Motor Club.

(13.) Wayne Asphalt Construction Company, 6600 Ardmore Avenue, to barricade March 8, 9, and 10th, 1983 from 8:00 a.m. to 4:00 p.m. at Intersection of Lavina and Fairfield.
PURPOSE: Installing catch basins.

(14.) Norfolk & Western, Nelson Road, to barricade on March 21, 1983, from 8:00 a.m. to 5:00 p.m. N & W Railroad track at Lombard.
PURPOSE: Railroad repair.

(15.) Norfolk & Western, Nelson Road, to barricade on March 22, 1983 for 2 weeks around the clock N & W Railroad track at 3900 Engle Road.
PURPOSE: Railroad repair.

(16.) Fort Wayne Museum of Art, Wayne Street (Rockhill to Nelson) College (Washington to W. 8erry) and Rockhill (Washington to W. Berry) May 21, 1983 from 7:00 a.m. to 6:00 p.m.
PURPOSE: Art Museum on the Move 8lock Party

(17.) Acme Demo Wrecking Contractors Inc., 1702 Simons, to barricade sidewalk in front of 1600 E. Washington 8lvd., Indiana Institute of Technology. on March 15, 1983, for 30 days.
PURPOSE: Entrance of Demolition of Two 8uildings.

(18.) Allen County Election 8oard, Room 200A Courthouse, to barricade Court Street from 7:00 a.m. to midnight on May 3, 1983.
PURPOSE: To place No Parking Signs for election day.

(19.) Allen County Election 8oard, Room 200 A, Courthouse, to barricade Court Street after 6:00 pm for placement on Saturday April 30, 1983 early in morning until early afternoon.
PURPOSE: Issuing supplies to inspectors for May 3rd Primary.

(20.) Allen County Election 8oard, Room 200A, Courthouse,on May 2nd and May 3, 1983, Public Library Entrance from W. end of bldg. on South Side of Wayne between Webster & Ewing Streets.
PURPOSE: Hood meters so voters can park from 5 a.m. to 10 p.m. on May 3, 1983.

(21.) Allen County Election 8oard, Room 200A, Courthouse, at Freimann Parking Lot, around the clock, April 18 thru May 5th.
PURPOSE: Hood meters for use of the people who go out to vote the confined and after the Election for the Canvas Board Assistants.

16. Received invoice from Street Engineering to Community Development & Planning for street engineering services.

Approved and forwarded to C D & P.

17. Received request for technical assistance from Community Development & Planning on the following projects:

a) Barr Street Improvements

b) Wells Street Commercial Revitalization Project

c) Pontiac Street Treatment Area

Approved and ordered the Director of Transportation, Street Engineering, Traffic Engineering, Street Lighting Engineering, and WPC Engineering to provide the assistance.

18. AWARD CONTRACTS: Received the recommendation from Street Engineering on the CD&P Capital Improvement Projects:

Approved. (subject to councilmanic approval.

Ordered Street Engineering Department to prepare the contracts.

PROJECT	CONTRACTOR	AMOUNT
RESOLUTION 5961-82 EAST CENTRAL NSA	Gaines Construction	$59,248.80
RESOLUTION 5962-82 HAMILTON PARK NEIGH8ORHOOD	Gaines Construction	$70,006.45
RESOLUTION 5967-82 PONTIAC PLACE/GREATER McMILLEN	Tomco	$117,690.05
RESOLUTION 5963-82 LA REZ	Rieth-Riley Construction	$72,740.00
RESOLUTION 5965-82 HOAGLAND-MASTERSON	Hipskind Concrete	$70,215.00
RESOLUTION 5966-82 HANNA-CREIGHTON	Yoder & Yoder	$154,261.40
RESOLUTION 5960-82 MEMORIAL PARK	National Serv-All	$48,296.50
RESOLUTION 5964-82 POPLAR	National Serv-All	$56,575.00

19. Received Encroachment Report on 1010 Fulton owned by Richard A. 8irkmeier, 8irkmeier, David H. & Etal, Richard A. 8irkmeier P.O.A. for Hilary J. & 8etty L. 8irkmeier.

Approved.

20. Received contract on Resolution 375-82, Group 6C, Miscellaneous Repairs at Water Pollution Control Plant, DSR's 047126 & 047128, with John Dehner, Inc.

Approved and ordered sent to Council for their formal approval on April 12, 1983.

Meeting adjourned at 10:00 a.m.

Attest: Sandra E Kennedy

Barry R. Collins

WEDNESDAY, MARCH 23, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
ROOM 910, CITY COUNTY BUILDING
MEETING HELD AT 9:00 A.M.

S. A. Bailey, R. A. Staten, B. R. Collins, and S. E. Kennedy, Clerk,

Bailey, Collins, Kennedy Present

1. RECIEVE BIDS:

Award contract on Monday, March 28, 19B3 at 9:00 a.m.

Resolution 59S4-B2, Kensington Blvd. Island Curb Improvement.

L. W. Dailey, Inc.	$53,547.40
John Dehner, Inc.	S1,1S0.75
Gaines Construction	44,164.00
Moellering Construction	54,B91.40
Rieth Riley	50,206.40
Tomco Construction	S8,669.8S
Engineer's Est.	$54,432.65

2. Received a sidewalk application for 4017 Fairfield from Wayne Johnson Construction, Inc.

Approved and permit issued.

3. Received the following Driveway Applications:

Approved and permit issued.

1211 Louisdale Dr.	Affordable Homes
2200 Randallia	Irmscher & Sons, Inc.
536 E. State	John Dehner, Inc.

4. Received a petition for the installation of a street light in front of Rain Master on James St.

Approved and ordered Street Lighting Engineering Department to investigate and report.

5. Received a petition for the installation of a street light at the alleyway between Calhoun and Harrison Streets near the corner of Killea Street and the alley running from Killea St. to Leith St.

Approved and ordered Street Lighting Engineering Department to investigate and report.

6. Received the following Street Cut Applications:

Approved and permits issued.

1832 N. Anthony Blvd.	C.U.
various cuts from Creighton to Pontiac & Weisser Park to Winter and Bowser	NIPSCO
Burns & Webster	C.U.
Cambridge & Trinity	"
2521 Caroline	"
4115 Clubview Dr.	"
726 Colerick	NIPSCO
2117 Colerick	"
W. Cox & Hoagland	C.U.
W. Cox & Fairfield	"
Doan & Noll	"
2721 Drexel	"
1B15 Dubois	NIPSCO

6. continued

425 Eckart	C.U.
Fairfield & Bass	"
Fairfield, s/o Burns	"
4505 Fairlawn	"
Farnsworth n/o Stafford	"
1821 Hale	"
Hartman Rd. s/o Westover	Land Excavating
1912 S. Lafayette	NIPSCO
1826 Lathrop Place	"
2934 Lillie	"
2722 Lillie	C.U.
1215 S. Monroe	NIPSCO
2116 McKee	C.U.
1523 Oakland	NIPSCO
Oxford btwn. Central and Plaza	C.U.
823 Pinehurst	NIPSCO
2600 E. Pontiac	"
1010 Production Rd.	C.U.
300 blk. Pursley	C.U.
3421 Reed St.	NIPSCO
3421 Reed St.	"
Rosemont, e/o Edith	C.U.
Rosemont & N. Highlands	"
5830 Sandra Lee Dr.	"
Santa Rosa & Glenwood	"
4520 Secretary	NIPSCO
3921 Senate	"
Southcrest & Cox	C.U.
Southcrest & Mayfair	"
3721 South Park Dr.	"
Spring & Sprunger	NIPSCO
Spring & Sprunger	"
Stafford & Bolton	C.U.
2600 blk. State St.	Irmscher & Sons, Inc.
115 E. Superior	C.U.
723 E. Wayne	"
1328 Westover Rd.	C.U.
4820 Woodmark Dr.	"
7238 Antebellum Ct.	NIPSCO
305 Brandriff	"
1206 Curdes	"
1302 W. Fourth	"
1420 Francis	"
804 Hayden	"
3218 Hoagland	"
2440 John St.	"
3111 E. Lewis	"
317 E. Lewis	"
2624 St. Marys	"
2626 Schapper	"
4332 Tacoma	"
1328 W. Wayne	"

7. Received the following requests for Barricade Permits: — Approved and permits issued.

a) Embassy Theater (Lynn Jones), 1107 S. Harrison, 424-6287, for March 19, 1983, 9:00 a.m. to 3:00 p.m., barricade one lane of Harrison St. going north next to the Indiana Hotel also block off sidewalk. PURPOSE: removing windows on the 7th floor of the hotel.

b) George Lengacher & Sons, R. R. #1 New Haven, IN 46774, 483-7228 or 657-5403, on Tuesday, Wednesday, & Thursday, March 22,23,24, 1983 around the clock; hood meters 218 W. Berry St. 2 meters on the north side of street; PURPOSE: remodeling.

7. continued

c) Irmscher & Sons, Larry Myers, 1030 O'Sage, 46808, 422-5572, on Thursday, March 24, thru Friday, March 25, 1983; barricade the outside lane of traffic on State by Carew; PURPOSE: replacing curb and change catchbasins.

d) Elks Lodge Convention (James E. Smith), 3500 Warsaw, Apt. 8B, 46806, 744-049S, on Sunday, June 12, 1983 from 12 noon to 3:00 p.m. at 1500 block of Oxford between Reed and Winter; PURPOSE: Jamboree.

8. Received the following requests for Parade Permits:

Approved and permits issued.

a) Northeastern Indiana Chapter of the March of Dimes Birth Defects Foundation, 909 Coliseum Blvd. North, Sutie 114, 46805, 424-6136, April 24, 1983, Sunday, 9:00 a.m. to 4:00 p.m.; PURPOSE: raise funds for birth defects.

b) Sacred Heart McMillen Little League, Diana Robinson, 4630 Weisser Park, 46806, 423-7210 or 456-7616, on Saturday, April 30, 1983 from 9:30 a.m. to 10:30 a.m.; city bike route, Gaywood to McKinnie to McMillen Park Road; PURPOSE: Annual Opening Day of Little League.

c) TV-33/Hook's Marathon, Bill Nichols, 2633 W. State Blvd., 422-7474, on Sunday, May 1, 1983 from 7:55 a.m. to 12:30 p.m.; starting at Parnell Avenue travelling on St. Joe Blvd., Main, Harrison, Baker, Calhoun, Tillman, Fairfield, Old Mill Road, Old Farm Circle, South Wayne, Pasadena, and back to the Coliseum by the same route; PURPOSE: Marathon Race.

d) Fort Wayne Central Lions Club, W. G. Smith, 4235 Bello Dr., 4681S, 424-8188, on Saturday, May 28, 1983 from 11:00 a.m. to 5:00 p.m.; starting at Coliseum parking lot to Parnell, Baals, Dr. and back to Coliseum lot; PURPOSE: Out House Race

e) American Legion Post 241, 6620 Koester Ave., 46819, 747-78S1, on Monday, May 30, 1983; starting point - Church St. to Old Trail to Pleasant Grove Cemetary; PURPOSE: Memorial Services.

9. Received Street Lighting Improvement Resolution 16S-83, Summit Ridge Addition. This will be standard lighting and paid from the cumulative capital budget and be done under the unit price contract with T & F Construction.

Approved and ordered the additional standard lighting be installed.

A true copy herein incorporated.

10. Received Sewer Improvement Resolution 387-83, Michigan Avenue Storm Sewer. Total cost of this project shall be paid by funds from the Sewer Relief Fund and from Housing and Urban Development Community Block Grant.

Approved and a true copy herein incorporated.

Advertise Notice to Contractors on March 25, 1983 & April 1, 1983.

Receive bids on Wednesday, April 13, 1983 at 9:00 a.m.

Ordered WPC Engineering to prepare bid documents.

11. Received Street Improvement Resolution 5970-83 for Group 2 of the 1983 Asphalt Resurfacing program. The streets are St. Marys, Fourth, Van Buren, Webster, Main, S. Washington Rd., Belle Vista, Fernwood and Davevue. The cost of this improvement shall be paid by the City from monies from LR&S Funds.

Approved and a true copy herein incorporated.

Advertise Notice to Contractors on March 25, 1983 and April 1, 1983.

Receive bids on Wednesday, April 13, 1983 at 9:00 a.m.

Ordered Street Engineering to prepare the bid documents.

12.	Received the following Sewer Reimbursements: a) Sewer Agreement #77-026563 with the city of New Haven; $650.00 has been collected from Lake End Sales and reimbursed to the city of New Haven. b) Sewer Agreement #77-026563 with the city of New Haven; $650.00 has been collected from Interstate Cold Storage and reimbursed to the city of New Haven. c) Sewer Agreement #77-026563 with the city of New Haven; $650.00 has been collected from Van Waters & Rogers and reimbursed to the city of New Haven. d) Sewer Agreement 122-81 (B.O.) with Northwest Washington Group; $2,476.65 has been collected from Virginia Jones and reimbursed to Northwest Washington Group.	Approved.
13.	Received requests to use city owned property for gardening purposes only: a) Howard C. Leclaire and Ileane Leclaire request to use city property immediately west of Lot 31, Anthony Blvd. Place Addition, 1000 block of Garfield St. Permit is for the period beginning on the 1st day of April, 1983 and ending on the 31st day of October 1983. b) Homer Carpenter requests to use the following property: N. 50' of Lot 24 Bakers Addition. Permit is for the period beginning on the 1st day of April, 1983 and ending on the 31st day of October, 1983.	Approved and permits issued.
14.	Received a Sewer Construction Permit for Longwood Section 11I Sanitary Sewer Extension. Construction will be performed by Porter Construction.	Approved. Board Order #43-83 issued.
15.	Received a Sewer Construction Permit for an eight inch Sanitary Sewer Extension for 5411 Stellhorn Road. Construction will be performed by Dave McHenry Backhoe Service.	Approved. Board Order #44-83 issued.
16.	Received payment request from McNamee, Porter and Seeley on Contract 77-W-2 in the amount of $653.60 for Resident Engineering for Water Works Improvements.	Approved and ordered City Utilities to pay invoice.

17. Received a recommendation from WPC Engineering to accept Resolution 320-80, Patton Trailer Sanitary Sewer, as an integral part of the city of Fort Wayne's Sewer System.	Approved and ordered an Acceptance Letter be written.
They also requested that the Retainage be released.	Approved and signed Authorization for Payment.
18. Received an Agreement with McNamee, Porter & Seeley for a Staff Analysis of Water Filtration Plant, subject to a maximum fee of $1,000.00.	Approved and a copy on file in the Board of Public Works.
19. Received payment request from Bowen Engineering Corp. in the amount of $12,420.00 for Resolution 375-82, Group 6A, Miscellaneous Repairs at the WPC Plant.	Approved and ordered City Utilities to pay invoice.
20. Received request for partial payment on Resolution 359-82, Cook Road Industrial Center Sanitary Sewer, in the amount of $5,000.00.	Approved and ordered City Utilities to pay invoice.
21. Received recommendation from WPC Engineering regarding Resolution 348-80, Junk Ditch Study Area, that a Grant of Easement across the tract of land in the estate of Rose Himelstein will be granted to the City of Fort Wayne in exchange for a $40,000.00 payment.	Approved and ordered City Utilities to issued a check in the amount of $40,000.00 to Peoples Trust Bank, as personal representative of Rose Himelstein, deceased and Peoples Trust Bank, as Trustee Trust No. 14-03443.
22. Received a request from Street Engineering for a Board Order Number on Greater McMillen Neighborhood Improvement Project, Phase II.	Approved. Board Order #45-83.
23. Received contract with John Dehner, Inc. for Resolution 330-80, Phase II for the elimination of a pump station. The contract sum is $18,750.00.	Approved and ordered sent to Common Council on April 12, 1983 for their approval.

Meeting of 3-23-83 adjourned at 10:30 a.m.

Attest: Sandra E Kennedy

THURSDAY, MARCH 24, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

S. A. Bailey, B. R. Collins, S. E. Kennedy, Clerk, Present

1. HEARING ON NOTICE TO PROPERTY OWNERS

Street Lighting Resolution 164-83, for the installation of ornamental lighting on Oakdale from Broadway to South Wayne.

Continued until Thursday, April 7, 19B3 at 3:30 p.m.

Will receive Remonstrance until Monday, April 4, 19B3 at 5:00 p.m.

Meeting adjourned at 4:15 p.m.

Attest: Sandra E Kennedy

MONDAY, MARCH 28, 1983

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk — Present

1. Award Contract:

   Resolution 5954-82, Kensington Blvd. Island Curb Project (Niagara to Columbia). This project shall be paid from Cumulative Captial.

   Received tabulation and recommendation prepared by Street Engineering recommending the low bidder.

Contract awarded to Gaines Construction Co. at and for their bid in the amount of $44,165.00 subject to Councilmanic Approval.

Ordered Street Engineering to prepare contract.

Meeting adjourned at 9:10 a.m.

Attest: Sandra E. Kennedy

WEDNESDAY, MARCH 30, 1983

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
Room 910, City-County Building
Meeting held at 9:00 a.m.

S. A. Bailey, R. A. Staten, B. R. Collins, S. E. Kennedy, Clerk to the Board. — Present

1. RECEIVE BIDS: — Award contract on Wednesday, April 6, 1983.

Resolution 3BB-83, Calhoun Street 42" CombinationSewer Repair.

		Alternate
Bercot, Inc.	$11,750.00	$11,550.00
John Dehner, Inc.	18,620.00	16,900.00
Earth Construction	13,300.00	13,100.00
Land Excavating	8,225.00	7,825.00
T-G Excavating, Inc.	21,751,00	12,921.00

2. Received Driveway Application: — Approved and permit issued.

6311 Wood Rim Run Holida Homes

3. Received a Sidewalk Application: — Approved and permit issued.

710 Valdosta Star Homes

4. Received a petition for the installation of a Street Light at the intersection of Bear Paw & Great Bear Court. — Approved and ordered Street Lighting Engineering to investigate and reprot.

5. Received a petition for sidewalks, curbs, and street lights on Oakland between 1001 and 1027. — Approved.

Ordered Street Engineering to investigate and report. Board Order 46-83.

Ordered Street Light Engineering to investigate and report.

6. Received Municipal Street Lighting Declaratory Resolution 166-B3 for the installation of street lighting in the Hoagland-Packard-Kinsmoor Area. — Approved and adopted. A true copy herein incorporated.

Advertise Notice to Property Owners on April 1 & B, 1983.

Public Hearing on Confirmation will be Thursday, April 21, 1983 at 3:30 p.m.

Notices will be mailed on April 8 , 1983.

7.	Received Street Improvement Resolution 5971-83 for Group 3 of the 1983 Asphalt Resurfacing.	Approved and adopted. A true copy herein incorporated. Advertise Notice to Contractors on April 1 & 8, 1983. Receive bids on Wednesday, April 20, 1983 at 9:00 a.m. Ordered Street Engineering Oepartment to prepare bid documents.
8.	Received payment request from Wayne Asphalt in the amount of $3500.00 for Resolution 5953-82, Resurfacing of the 2nd & 4th Districts.	Approved and ordered payment from Fund 3 95 006 595 34 431.
9.	Received payment request from Wayne Asphalt in the amount of $13,400.00 for Resolution 5949-82, Resurfacing of the 5th Oistrict.	Approved and ordered payment from Fund 3 95 006 594 94 431.
10.	Received payment request from Wayne Asphalt in the amount of $5,250.00 for Resolution 5959-82, Resurfacing of Calhoun, N. Washington Rd., etc.	Approved and ordered payment from Fund 138 972 0035 4431.
11.	Walter and Helen B. Foster request to use the following property for gardening purposes only: City Street Property west of Lot 34, Anthony Blvd. Place Addition and extending 10' of the dike. Permit is for the period beginning on the 1st day of April 1983 and ending on the 31st day of October 1983.	Approved and permit issued.
12.	Received Change Order #2 to Resolution 319-80, Northcrest Pump Station Elimination. This change order provides for a time extension for planting trees.	Approved.
13.	Received payment request #97 in the amount of $66,500.00 from Howard, Needles Tammen & Bergendoff for professional engineering services on the WPC Plant Expansion, Oiv. I.	Approved and ordered City Utilities to pay invoice.
14.	Received an agreement with Carl Wagner for Water Pollution Control Consulting Services from April 1, 1983 through June 30, 1983.	Approved.
15.	Received final payment request from T-G Excavating on Resolution 376-82, Nebraska Lift Station Outfall Repair.	Approved and ordered City Utilities to make payment: $17,308.68 FEMA approved. $54,683.75 Non-fundable

16.	Received payment request from Tank Industry Consultants, Inc. in the amount of $500.00 for professional services in the preparation of specifications and drawings on the repainting project for the Maplecrest Water Tower.	Approved and ordered City Utilities to make payment. (W.O. 63613)
17.	Received inspection report from engineering consultants, Bonar & Associates and completion affidavit of Land Excavating, Inc. for Resolution 362-83, Group Two Sewer Repairs.	Approved. Ordered Acceptance Letter written.
18.	Received Plat of Longwood Section 3 submitted and approved by the City Plan Commission.	Approved.
19.	Water Engineering reports receipt of technical specifications for the Maplecrest Water Tower.	Approved. Advertise Notice to Contractors on April 8 & 15, 1983. Receive bids on Wednesday, April 27, 1983 at 9:00 a.m. Ordered Water Engineering to prepare bid documents.
20.	Received contract with James F. Ries and National Sweep-All, Inc. a Joint Venture, for the Scheduled Sweeping of Streets.	Approved. A true copy herein incorporated. Approval received from Common Council on March 8, 1983, Special Ordinance #44-83.

Meeting of 3-30-83 adjourned at 9:50 a.m.

Attest: Sandra E Kennedy

VERNON McMILLAN Inc.
SYRACUSE, N.Y.
G 58777
MADE IN U.S.A